

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR THE PUBLIC WORKS DEPARTMENT

**PROJECT MANUAL:
SUPPLY & INSTALL SEWERAGE GRINDER
AT THE QUINOBEQUIN ROAD PUMP STATION**

INVITATION FOR BID #13-14

Bid Opening Date: August 23, 2012

**AUGUST 2012
Setti D. Warren, Mayor**

CITY OF NEWTON, MASSACHUSETTS

PURCHASING DEPARTMENT

purchasing@newtonma.gov

Fax (617) 796-1227

August 20, 2012

ADDENDUM #1

INVITATION FOR BID #13-14

SUPPLY & INSTALL SEWERAGE GRINDER AT THE QUINOBEQUIN ROAD PUMP STATION

THIS ADDENDUM IS TO: **Answer the following Items/Questions:**

The following are comments from JWC, the grinder manufacturer identified in the specification. As the authorized representative for JWC, we are formally requesting the following changes/clarifications to the spec:

Q1. Pg 117:

2.01 - In section 2.03 H. MOTORS are plural Please change Model No. CDD3216AD change to CDD3216XDM-2.0 for three motors or CDD3216XDS-2.0 for single motor.

2.03 – B. The sewage grinder “Frame” shall be..... 316 stainless steel. The material of the grinder is in section 2.03 J. Ductile iron

A1. Revise Section 2.03 H to “Sewerage Grinder motor Model No. CDD3216XDS-2.0 shall be Submersible and explosion proof, UL listed for a class 1 Group “D” hazardous environment, premium energy efficient type, 1725 RPM, 60 Hz, 3-phase, 460V, +/-10%, TEXP, 1.15 service factor.

Remove “(316 stainless steel)” from section 2.03-B

Q2. Pg 118

2.03 D. 1 – Please change AISI 4130 to AISI 8620 & 43-48 Rockwell “C” to 60-65 Rockwell “C”

2.03 E. 2 – Please advise which screen drums are required; coil or perforated both are listed?

A2. In section 2.03 D-1 change “AISI 4130” to “AISI 8620” and “43-48 Rockwell “C” to “60-65 Rockwell “C”

In section 2.03.2 remove “or perforated plate” the city is requiring a “coil configuration”

All other terms and conditions of this bid remain unchanged.

PLEASE ENSURE THAT YOU ACKNOWLEDGE THIS ADDENDUM ON YOUR BID FORM.

Thank you.

Purchasing Department

**CITY OF NEWTON
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AT THE QUINOBEQUIN ROAD PUMP STATION**

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CITY OF NEWTON
PURCHASING DEPARTMENT
INVITATION FOR BID No. 13-14

The City of Newton invites sealed bids from Contractors for

Supply & Install Sewerage Grinder at the Quinobequin Road Pump Station

Bids will be received until: **10:30 a.m., August 23, 2012***
at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for bids all bids received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.newtonma.gov/bids or for pickup at Newton City Hall, Room 204, after **10:00 a.m., August 9, 2012***. There will be no charge for contract documents.

Once you've downloaded this bid from the internet website (www.newtonma.gov/bids) I strongly suggest you email (purchasing@newtonma.gov) your company's Name, address, EMAIL, phone, fax AND the INVITATION FOR BID NUMBER and Project Title, so that we may add you to the Bidders List and you will be notified of any/all addendums.

Anticipated start date is October 1, 2012. Time for completion is one hundred twenty (120) days. Time is of the essence in the performance of the work of this contract. Bidders attention is directed to the time for completion stated in the Project Manual and the provisions regarding the assessment of liquidated damages for failure to complete the work within the time specified.

The work under this contract shall consist of removing and replacing an existing sewerage grinder at the Quinobequin Pump Station, Newton, MA and all appurtenances as specified.

All bids shall be submitted as one ORIGINAL and one COPY. Award will be made to the bidder with the lowest total contract price that has been deemed responsible and eligible.

All bids must be accompanied by a bid deposit in an amount that is not less than five percent (5%) of the value of the bid, including all add alternates. Bid deposits, payable to the City of Newton, shall be either in the form of a bid bond, cash, or a certified check, or a treasurer's or cashier's check issued by, a responsible bank or trust company.

All bids are subject to the provisions of M.G.L. Chapter 30, Section 39M. **Wages are subject** to minimum wage rates determined by the Massachusetts Department of Labor and Industries pursuant to M.G.L. Chapter 149, Sec. 26 to 27H. The schedule of wage rates applicable to this contract is included in the bidding documents. In addition, the prevailing wage schedule will be updated annually for all public construction projects lasting longer than one (1) year. You will be required to pay the rates set out in any updated prevailing wage schedule. Increases in prevailing wage schedules will not be the basis for change order requests. The successful bidder will be required to provide a Certificate of Insurance demonstrating current coverage of the type and amounts set forth in the Project Manual. The successful bidder will be required to furnish a **Labor and Materials Payment Bond in the amount of 50%** of the contract total.

Bidders attention is directed to the requirements of the City of Newton Supplemental Equal Employment Opportunity, Anti-Discrimination and Affirmative Action Program and also to the Minority/Women Business Enterprise Plan, December 1999, all of which are hereby incorporated into the Contract Documents. In the event of conflict between any of the above listed policies, the stricter policy shall apply.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in any or all bids, or to reject any or all bids, in whole or in part, if it be in the public interest to do so.

CITY OF NEWTON
Maryann LaRosee
Purchasing Department
August 9, 2012

***PLEASE NOTE: Date has changed per originally advertised.**

CITY OF NEWTON
DEPARTMENT OF PURCHASING
INSTRUCTIONS TO BIDDERS

ARTICLE 1 - BIDDER'S REPRESENTATION

- 1.1 Each General Bidder (hereinafter called the "Bidder") by making a bid (hereinafter called "bid") represents that:
1. The Bidder has read and understands the Contract Documents and the bid is made in accordance therewith.
 2. The Bidder has visited the site and is familiar with the local conditions under which the Work has to be performed.
- 1.2 Failure to so examine the Contract Documents and site will not relieve any Bidder from any obligation under the bid as submitted.

ARTICLE 2 - REQUEST FOR INTERPRETATION

- 2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency, or error which they may discover upon examination of the Contract Documents, the site, and local conditions.
- 2.2 Bidders requiring clarification or interpretation of the Contract Documents shall make a written request to the *Chief Procurement Officer*, at purchasing@newtonma.gov or via facsimile (617) 796-1227. The City will answer such requests if received Friday, August 17, 2012 at 12:00 noon.
- 2.3 Interpretation, correction, or change in the Contract Documents will be made by Addendum which will become part of the Contract Documents. The City will not be held accountable for any oral instruction.
- 2.4 Addenda will be emailed to every individual or firm on record as having taken a set of Contract Documents.
- 2.5 Copies of addenda will be made available for inspection at the location listed in the Invitation for Bids where Contract Documents are on file, in addition to being available online at www.newtonma.gov/bids.
- 2.6 Bidders or proposers contacting ANY CITY EMPLOYEE regarding an Invitation for Bid (IFB) or a Request for Proposal (RFP), outside of the Purchasing Department, once an IFB or RFP has been released, may be disqualified from the bidding process.
- 2.7 Bidders downloading information off the internet web site are solely responsible for obtaining any addenda prior to the bid opening. If the bidder makes themselves known to the Purchasing Dept., at purchasing@newtonma.gov or via facsimile (617) 796-1227, they shall be placed on the bidder's list. Bidders must provide the Purchasing Dept. with their company's name, street address, city, state, zip, phone, fax, email address and **INVITATION FOR BID #13-14**.

ARTICLE 3 - MBE PARTICIPATION

- 3.1 Notice is hereby given that the Mayor's Affirmative Action Plan for the City of Newton, dated December 1999 is applicable to all construction contracts in excess of \$10,000.00. A copy of this plan is on file at City of Newton Purchasing Department.
- 3.2 Notice is hereby given that the City of Newton Minority/Women Business Enterprise Plan dated December 1999 and the Supplemental Equal Employment Opportunity Anti-Discrimination and Affirmative Action Program is applicable to all City contracts for goods and services in excess of \$50,000.00. Copies of these plans are incorporated in the bidding documents.

ARTICLE 4 - PREPARATION AND SUBMISSION OF BIDS

- 4.1 Bids shall be submitted on the "Bid Form" as appropriate, furnished by the City.
- 4.2 All entries on the Bid Form shall be made by typewriter or in ink.
- 4.3 Where so indicated on the Bid Form, sums shall be expressed in both words and figures. Where there is a discrepancy between the bid sum expressed in words and the bid sum expressed in figures, the words shall control.
- 4.4 Bid Deposits shall be submitted in the amount specified in the Invitation for Bids. They shall be made payable to the City of Newton and shall be either in the form of cash, certified check, treasurer's or cashier's check issued by a responsible bank or trust company, or a bid bond issued by a surety licensed to do business in the Commonwealth of Massachusetts; and shall be conditioned upon the faithful performance by the principal of the agreements contained in the bid.
- Bid deposits of the three (3) lowest responsible and eligible Bidders shall be retained until the execution and delivery of the Owner/Contractor agreement.
- 4.5 The Bid, including the bid deposit shall be enclosed in a sealed envelope with the following plainly marked on the outside:
- * GENERAL BID FOR:
 - * NAME OF PROJECT AND **INVITATION NUMBER**
 - * BIDDER'S NAME, BUSINESS ADDRESS, AND PHONE NUMBER
- 4.6 Date and time for receipt of bids is set forth in the Invitation for Bids.
- 4.7 Timely delivery of a bid at the location designated shall be the full responsibility of the Bidder.
- 4.8 Bids shall be submitted with one **original** and one **copy**.
- 4.9 Be advised that a new Massachusetts law has been enacted that required all employees who work on Massachusetts public works construction sites must have no less than 10 hours of OSHA-approved safety and health training. See Chapter 306 of the Acts of 2004, which will become effective July 1, 2006.
1. This requirement will apply to any general bid or sub bid submitted on or after July 1, 2006 and to any contract awarded on or after July 1, 2006.
 2. This law directs the Massachusetts Attorney General to restrain the award of construction contracts to any contractor who is in violation to this requirement and to restrain the performance of these contracts by non-complying contractors.
 3. The contractor and all subcontractors on this project will be required to provide certification of compliance with this requirement. Non-compliance with this new Massachusetts Law will disqualify you from bidding on public contracts.

ARTICLE 5 - ALTERNATES

- 5.1 Each Bidder shall acknowledge Alternates (if any) in Section C on the Bid Form.
- 5.2 In the event an Alternate does not involve a change in the amount of the base bid, the Bidder shall so indicated by writing "No Change", or "N/C" or "0" in the space provided for that Alternate.
- 5.3 Bidders shall enter on the Bid Form a single amount for each Alternate which shall consist of the amount for work performed by the Contractor.
- 5.4 The low Bidder will be determined on the basis of the sum of the base bid and the accepted alternates.

ARTICLE 6 - WITHDRAWAL OF BIDS

- 6.1 Any bid may be withdrawn prior to the time designated for receipt of bids on written or telegraphic request. Telegraphic withdrawal of bids must be confirmed over the Bidder's signature by written notice postmarked on or before the date and time set for receipt of bids.
- 6.2 Withdrawn bids may be resubmitted up to the time designated for the receipt of bids.
- 6.3 No bids shall be withdrawn within thirty days, Saturdays, Sundays and legal holidays excluded, after the opening of the bids.

ARTICLE 7 - CONTRACT AWARD

- 7.1 The City of Newton will award the contract to the lowest eligible and responsible Bidder within thirty days, Saturdays, Sundays, and legal holidays excluded after the opening of bids.
- 7.2 The City of Newton reserves the right to waive any informalities in or to reject any or all Bids if it be in the public interest to do so.
- 7.3 The City reserves the right to reject any bidder who has failed to pay any local taxes, fees, assessments, betterments, or any other municipal charge, unless the bidder has a pending abatement application or has entered into a payment agreement with the collector-treasurer.
- 7.4 As used herein, the term "lowest responsible and eligible Bidder" shall mean the Bidder (1) whose bid is the lowest of those bidders possessing the skill, ability and integrity necessary for the faithful performance of the work; (2) who shall certify that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (3) who, where the provisions of section eight B of chapter twenty-nine apply, shall have been determined to be qualified thereunder.
- 7.5 Subsequent to the award and within five (5) days, Saturday, Sundays and legal holidays excluded, after the prescribed forms are presented for signature, the successful Bidder shall execute and deliver to the City a Contract in the form included in the Contract Documents in such number of counterparts as the City may require.
- 7.6 In the event that the City receives low bids in identical amount from two or more responsive and responsible Bidders, the City shall select the successful Bidder by a blind selection process such as flipping a coin or drawing names from a hat. The low Bidders who are under consideration will be invited to attend and observe the selection process.

ARTICLE 8 - TAXES

- 8.1 The Bidder shall not include in this bid any tax imposed upon the sale or rental of tangible personal property in this Commonwealth, such as any and all building materials, supplies, services and equipment required to complete the work.
- 8.2 The City is exempt from payment of the Massachusetts Sales Tax, and the Bidder shall not include any sales tax on its bid. The City's exemption Number is E-046-001-404.

END OF SECTION

CITY OF NEWTON
DEPARTMENT OF PURCHASING
GENERAL BID FORM #13-14

TO THE AWARDING AUTHORITY:

- A. The undersigned proposes to furnish all labor and materials required for

Supply & Install Sewerage Grinder at the Quinobequin Road Pump Station

in Newton, Massachusetts in accordance with the accompanying plans and specifications prepared by the City of Newton for the contract price specified below, subject to additions and deductions according to the terms of the specifications.

- B. This bid includes addenda number(s) _____, _____, _____, _____,

- C. The total proposed contract price for items on the Item Sheet is:

DOLLARS (\$ _____)

COMPANY: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ A five percent (5%) bid deposit/bid guarantee
- ☐ Signed Bid Form, 2 pages
- ☐ Bidder's Qualifications and References Form , 2 pages
- ☐ Certificate of Non-Collusion, 1 page

- E. Prompt Payment Discounts. Bidders are encouraged to offer discounts in exchange for an expedited payment. Payments may be issued earlier than the general goal of within 30 days of receipt of the invoice only when in exchange for discounted prices. Discounts will not be considered in determining the lowest responsible bidder.

Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days
Prompt Payment Discount _____ % _____ Days

- F. The undersigned agrees that, if s/he is selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the awarding authority, execute a contract in accordance with the terms of this bid and furnish a labor and materials or payment bond, each of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the awarding authority and each in the sum of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned hereby certifies that s/he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed on the work and that s/he will comply fully with all laws and regulations applicable to awards made subject to section forty-four A of M.G.L. Chapter 30, s 39M.

The undersigned certifies that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work; (2) that all employees to be employed at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration (“OSHA”) that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee; and (3) that all employees to be employed in the work subject to this bid have successfully completed a course in construction safety and health approved by the United States OSHA that is at least 10 hours in duration. The undersigned understands that any employee found on a worksite subject to this section without documentation of successful completion of a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration shall be subject to immediate removal.

The undersigned further certifies under the penalties of perjury that this bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this subsection the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from doing public construction work in the Commonwealth under the provisions of section twenty-nine F of chapter twenty-nine, or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____
(Signature)

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

_____/_____
(Telephone) (FAX)

(E-mail)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; and if an individual, give residential address if different from business address.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ____ YES ____ NO DATE AND STATE OF INCORPORATION: _____
4. IS YOUR BUSINESS A **MBE**? ____ YES ____ NO **WBE**? ____ YES ____ NO or **MWBE**? ____ YES ____ NO
- * 5. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 6. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
____ YES ____ NO
IF YES, WHERE AND WHY?

- * 7. HAVE YOU EVER DEFAULTED ON A CONTRACT? ____ YES ____ NO
IF YES, PROVIDE DETAILS.

- * 8. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 9. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____

DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? _____ YES _____ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

10. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

END OF SECTION

CERTIFICATE OF NON-COLLUSION

The undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word “person” shall mean any natural person, business, partnership, corporation, union, committee club, or other organization, entity, or group or individuals.

(Signature of individual)

Name of Business

CONTRACT FORMS

The forms are provided for informational purposes only.

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

None of the following forms are required at the time of bid submittal.

CITY-CONTRACTOR AGREEMENT

CONTRACT NO. C-

THIS AGREEMENT made this _____ day of _____ in the year Two Thousand and Twelve by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the consideration hereinafter set forth agree as follows:

ARTICLE 1. STATEMENT OF WORK. The Contractor shall furnish all labor, materials, and equipment and perform all work required in strict accordance with the Contract Documents for the following project:

Supply & Install Sewerage Grinder at the Quinobequin Road Pump Station

ARTICLE 2. TIME OF COMPLETION. Anticipated start date is **October 1, 2012**. Time for completion is **one hundred twenty (120) days**. Time is of the essence in the performance of the work of this contract. Bidders attention is directed to the time for completion stated in the Project Manual and the provisions regarding the assessment of liquidated damages for failure to complete the work within the time specified.

ARTICLE 3. THE CONTRACT PRICE. The City shall pay the Contractor for the full and satisfactory performance of the Contract, in current funds the sum of:

(\$ _____)

ARTICLE 4. CONTRACT DOCUMENTS. The Contract Documents consist of the following documents which are either attached to this Agreement or are incorporated herein by reference:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Invitation For Bid #13-14 issued by the Purchasing Department;
- c. The Project Manual for **Supply & Install Sewerage Grinder at the Quinobequin Road Pump Station** including the Instructions to Bidders; General Conditions; Special Conditions; MWBE/AA Requirements, Wage Rate Requirements and Wage Rate Schedule(s) including any updated prevailing wage rate schedules if applicable; The Supplementary Special Conditions; General Requirements and Project Specifications; and Drawings, if included or referenced therein;
- d. Addenda Number(s) _____ ;
- e. The Bid Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work Orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

ARTICLE 5. ALTERNATES. The following Alternates have been accepted and their costs are included in the Contract Price stated in Article 3 of this Agreement:

Alternates: N/A

ARTICLE 6. APPLICABLE STATUTES. All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Print Name _____

Title _____

Date _____

Affix Corporate Seal here

City funds in the amount of \$ _____

are available in account number:

27A401Y3-586010

I further certify that the Mayor, or his designee, is authorized to execute contracts and approve change orders.

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Mayor or his designee

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)

2. Corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)

3. is the duly elected _____
(insert the title of the officer in line 2)

4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*

7. Name: _____
(Please print or type name in line 6)*

8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON, MASSACHUSETTS

PAYMENT BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____ 2012 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the conditions of this obligation are such that if the PRINCIPAL and all Sub-contractors under said contract shall pay for all labor performed or furnished and for all materials used or employed in said contract and in any and all duly authorized modifications, alterations, extensions of time, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, extensions of time, changes or additions being hereby waived, the foregoing to include any other purposes or items set out in, and to be subject to, provisions of M.G.L. c. 30, sec. 39A, and M.G.L. c. 149 sec. 29, as amended, then this obligation shall become null and void; otherwise it shall remain in full force, virtue and effect.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____ day of _____ 2012.

PRINCIPAL

SURETY

BY _____
(SEAL)

BY _____
(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

CERTIFICATION REGARDING LOCAL TAXES

The undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor has paid all local taxes, fees, assessments, betterments, or any other municipal charge, unless the Contractor has a pending abatement application or has entered into a payment agreement with the City of Newton collector-treasurer.

*Signature of Individual
or Corporate Contractor (Mandatory)

** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

** Your social security number will be furnished to the City of Newton Treasurer-Collector to determine whether you have paid all local taxes or fees to the City. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

CITY OF NEWTON
GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION

1.0 DEFINITIONS

1.1 THE CONTRACT DOCUMENTS

The term "Contract Documents" sometimes also referred to as the "Contract", means the contract entered into between the City of Newton (hereinafter "City") and the Contractor. It includes the Invitation for Bid, General Bid Form, Contract Form, these General Conditions of the Contract, Supplements and Amendments to the General Conditions (if any), Contract Specifications, Drawings, all addenda issued prior to execution of the contract, the Bid Bond, the Labor and Material Payment Bond, or other assurances of completion, the applicable wage rate determinations, and other documents listed in the Agreement and modifications issued after execution of the contract.

1.2 THE WORK

The term "Work", sometimes also referred to as the "Project", means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligation.

1.3 OWNER

The term "Owner" is the City of Newton.

1.4 CONTRACT OFFICER

The terms "Contract Officer" or "Project Manager" means the person appointed by the Owner to administer the terms of the Contract between the Owner and the Contractor, who is also empowered to take certain actions under this Agreement.

1.5 CONTRACTOR

- 1.5.1 The Contractor, sometimes referred to as the General Contractor, is the person or entity identified as such throughout the Contract Documents as if singular in number. The term Contractor means the Contractor or its authorized representative.
- 1.5.2 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work under the Contract.

1.6 SUBSTANTIAL COMPLETION

The term "Substantial Completion" means the value of the work remaining to be performed by the Contractor is, in the estimate of the awarding authority, less than one percent (1%) of the original contract price.

2.0 CONTRACT ADMINISTRATION

2.1 PRE-CONSTRUCTION CONFERENCE

- 2.1.1 Prior to commencement of the Work, the Contractor shall meet in conference with representatives of the Owner regarding the Owner's requirements under the Contract for administration of the quality assurance program, safety program, labor provisions, the schedule of work, and other Contract procedures.
- 2.1.2 The Contractor shall begin work upon receipt of a written Notice to Proceed from the Contract Officer or designee. The Contractor shall not begin work prior to receiving such notice.

2.2 CONTRACT PERIOD

The Contractor shall complete all work required under this contract within the timeframe specified elsewhere in this document, or within the time schedule established in the notice to proceed issued by the Contracting Officer.

2.3 REJECTION OF DEFECTIVE MATERIALS AND WORK

The Owner's inspection of the Work shall not relieve the Contractor of any of its responsibilities to fulfill the Contract obligations, and defective work shall be corrected without cost to the Owner. Unsuitable work may be rejected by the Owner, notwithstanding that such work and materials have been previously overlooked or misjudged by the Owner and accepted for payment. If the Work or any part thereof shall be found defective at any time before the final acceptance of the whole Work, the Contractor shall forthwith correct such defect in a manner satisfactory to the Owner, and if any material brought upon the site for use in the Work, or selected for the same, shall be rejected by the Owner as unsuitable or not in conformity with the Contract requirements, the Contractor shall forthwith remove such materials from the vicinity of the Work.

2.4 CHANGES

2.4.1 All changes in the work including any increase, decrease, or other equitable adjustment in the Contract price or in the time for performing the Contract, shall be authorized in writing by the Owner and/or Contract Officer prior to commencement.

2.5 PAYMENTS

2.5.1 CONTRACT PRICE

The Contract Price is stated in the Contract Form, and including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

2.6 APPLICATIONS FOR PAYMENT

2.6.1 Once each month, on a date established by the Owner at the beginning of the Work, the Contractor shall deliver to the Owner an itemized Application for Payment, supported by such data substantiating the Contractor's right to payment as the Owner may require, and reflecting a minimum of 5% retainage until the final acceptance and payment by the Owner.

2.6.2 The Owner shall make payment to the Contractor within 15 days of receipt of said application, less any applicable retainage.

2.6.3 The Owner may make changes in any application for payment submitted by the Contractor for:

- i. Retention based on the value of its claims against the Contractor,
- ii. Retention of 5% of the approved amount of the Application for Payment.

2.7 FINAL PAYMENT

The acceptance by the Contractor of the last payment due under this Contract or the execution of the Final Certificate of Completion, shall operate as a release to the Owner from all claims and liability related to this Contract.

2.8 GUARANTY AND WARRANTY

2.8.1 WARRANTY

The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

2.8.2 GENERAL GUARANTY

If at any time during the period of one (1) year from the date of Substantial Completion of the Work to be performed under this Contract, any part of the Work shall, in the reasonable determination of the Owner, require replacing or repairing due to the fact that it is broken, defective, or otherwise does not conform to the Contract Documents, the Owner will notify the Contractor to make the required repairs or replacement. If the Contractor shall neglect to commence such repairs or replacement to the satisfaction of the Owner within ten (10) days from the date of giving or mailing such notice, then the Owner may employ other persons to make the same. The Contractor agrees, upon demand, to pay to the Owner all amounts which the Owner expends for such repairs or replacements. During this one year guarantee period any corrective work shall be performed in accordance with the applicable terms of this Contract. For items of work completed after use and occupancy has been taken, the one year guarantee shall commence at the time the Owner accepts such items. This one year guarantee shall not limit any express guaranty or warranty provided elsewhere in the Contract.

2.9 INSURANCE REQUIREMENTS

2.9.1 The Contractor shall provide insurance coverage as listed below. This insurance shall be provided at the Contractor's expense and shall be in full force and effect during the full term of this Contract.

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended.

COMMERCIAL GENERAL LIABILITY

Personal Injury	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage	\$500,000 each occurrence \$1,000,000 aggregate

VEHICLE LIABILITY

Personal Injury	\$500,000 each person \$1,000,000 aggregate
Property Damage	\$300,000

2.9.2 OWNER AS CO-INSURED

The Owner shall be named as additional insureds on the Contractor's Liability Policies.

2.9.3 CERTIFICATES OF INSURANCE, POLICIES

- i. The Contractor shall not commence the work until proof of compliance with this Section 2.9 has been furnished to the Owner by submitting one copy of a properly endorsed insurance certificate issued by a company authorized to write insurance in the Commonwealth. This certificate shall indicate that the contractual liability coverage is in force.
- ii. The Contractor shall file the original and one certified copy of all policies with the Owner within fifteen (15) days after contract award. If the Owner is damaged by the Contractor's failure to maintain such insurance and to so notify the Owner, then the Contractor shall be responsible for all reasonable costs attributable thereto.

2.9.4 CANCELLATION

Cancellation of any insurance required by this contract, whether by the insurer or the insured, shall not be valid unless written notice thereof is given by the party proposing cancellation to the other party and Owner at least thirty days prior to the effective date thereof, which shall be expressed in said notice.

2.10 INDEMNIFICATION

The Contractor shall take all responsibility for the Work and take all precautions for preventing injuries to persons and property in or about the Work; shall bear all losses resulting to or on account of the amount or character of the Work. The Contractor shall pay or cause payment to be made for all labor performed or furnished and for all materials used or employed in carrying out this Contract. The Contractor shall assume the defense of, and indemnify and save harmless the Owner, and the Owner's officers and agents from all claims relating to labor performed or furnished and materials used or employed for the Work; to inventions, patents and patent rights used in and in doing the Work unless such patent infringement is due to a product or process specified by the Owner; to injuries to any person or corporation received or sustained by or from the Contractor and any employees, and subcontractors and employees, in doing the work, or in consequence of any improper materials, implements or labor used or employed therein; and to any act, omission or neglect of the Contractor and any employees therein.

2.11 BONDS

The Contractor shall provide the Owner with a performance and with a payment or labor and materials bond in the form provided by the Owner, executed by a surety company licensed by the Commonwealth of Massachusetts' Division of Insurance. Such bond shall be in an amount equal to at least one half of the Contract price unless otherwise stated in the Contract Documents. All bonds shall be accompanied by a current power of attorney.

2.12 TERMINATION

2.12.1 TERMINATION FOR CAUSE

- i. The Owner may terminate this contract for cause if it determines that any of the following circumstances have occurred:
 - a. The Contractor is adjudged bankrupt or has made a general assignment for the benefit of its creditors.
 - b. A receiver has been appointed of the Contractor's property.
 - c. All or a part of the Work has been abandoned.
 - d. The Contractor has sublet or assigned all or any portion of the Work, the Contract, or claims thereunder, without the prior written consent of the Owner, except as provided in the Contract.
 - e. The Owner has determined that the rate of progress required on the project is not being met.
 - f. The Contractor has substantially violated any provisions of this Contract.
- ii. The Owner may complete the Work, or any part thereof, and charge its expense of so completing the Work or part thereof, to the Contractor.
- iii. The Owner may take possession of and use any materials, machinery, implements and tools found upon the site of said Work. The Owner shall not be liable for any depreciation, loss or damage to said materials, machinery, implements or tools during said use and the Contractor shall be solely responsible for their removal from the Project site after the Owner has no further use for them.

2.12.2 TERMINATION - NO FAULT

- i. In the event that this Contract is terminated by the Owner, prior to the completion of construction and termination is not based on a reason listed in Paragraph 2.12.1, the Contractor shall be compensated for its costs incurred on the Project, including reasonable costs of de-mobilization, covering the period of time between the last approved application for payment and the date of termination.
- ii. Payment by the Owner pursuant to Section 2.7 shall be considered to fully compensate the Contractor for all claims and expenses and those of any consultants, subcontractors, and suppliers, directly or indirectly attributable to the termination, including any claims for lost profits.

2.13 PERMITS, FEES, AND NOTICES

2.13.1 The Contractor shall secure and the Owner shall pay for the building permit, if required. The Contractor shall coordinate all efforts required to obtain this permit. All other permits and governmental fees, licenses, and inspections necessary for proper execution and completion of the Work shall be secured and paid for by the Contractor.

2.13.2 The Contractor shall comply with and give notices required by laws, ordinances rules, regulations, and lawful orders of public authorities bearing on performance of the Work.

- 2.13.3 If the Contractor performs Work that it knows or reasonably should know is contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Owner, the Contractor shall assume full responsibility for such Work and shall bear the attributable costs.

2.14 SAFETY REQUIREMENTS

- 2.14.1 The Contractor shall comply with all Federal, State, and local safety laws and regulations applicable to the Work performed under this Contract.

2.15 TEMPORARY HEATING

Not required; do not install UST VAULT COVER REPLACEMENT - MEMORIAL SPAULDING SCHOOL in any space which is not heated properly.

2.16 AVAILABILITY AND USE OF UTILITY SERVICES

- 2.16.1 The City shall make all reasonably required amounts of utilities available to the Contractor from existing outlets and supplies, as specified in the Contract. Unless otherwise provided in the Contract, the amount of each utility service consumed shall be charged to or paid for by the Contractor at prevailing rates charged to the City or, where the utility is produced by the City, at reasonable rates determined by the Contracting Officer. The Contractor shall carefully conserve any utilities furnished without charge.

2.17 DISPUTES

- 2.17.1 "Claim," as used in this section, means a written demand or written assertion by one of the contracting parties seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under the Contract, unlike a claim relating to the Contract, is a claim that can be resolved under a Contract clause that provides for the relief sought by the claimant. A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim. The submission may be converted to a claim by complying with the requirements of this section, if it is disputed either as to liability or amount or is not acted upon in a reasonable time.
- 2.17.2 All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach thereof which are not disposed of by agreement, shall be resolved under this section.
- 2.17.3 All claims by the Contractor shall be made in writing and submitted to the Contract Officer for a written decision. A claim by the City against the Contractor shall be subject to a written decision by the Contract Officer.
- 2.17.4 The Contract Officer shall, within thirty (30) days after receipt of the request, decide the claim or notify the Contractor of the date by which the decision will be made.
- 2.17.5 The Contract Officer's decision shall be final unless the Contractor files suit in a court of competent jurisdiction. Such appeal must be made within One hundred Twenty (120) days after receipt of the Contract Officer's decision.
- 2.17.6 The Contractor shall proceed diligently with performance of this Contract and/or any authorized change thereof, pending final resolution of any request for relief, claim, appeal, or action arising under or relating to the Contract and/or any authorized change thereof, and comply with any decision of the Contract Officer.

2.18 LIQUIDATED DAMAGES

- 2.18.1 If the Contractor fails to complete the Work within the time specified in the contract, or any extension thereof, the Contractor shall pay to the City as liquidated damages, the sum of \$50.00 for each day of delay. Completion dates are specified in the Contract for separate phases of the work, and the amount of liquidated damages shall be assessed on each and every phase which is delayed. In the context of this paragraph, "delay" means failure to provide UST VAULT COVER REPLACEMENT - MEMORIAL SPAULDING SCHOOL on the date required by Contractor, who is the Owner's Contractor. To the extent that the Contractor's delay or nonperformance is excused under another section in this Contract, liquidated damages shall not be due the City. The Contractor remains liable for damages caused other than by delay.

- 2.18.2 If the City terminates the Contractor's right to proceed pursuant to section 2.12.1, the resulting damage will consist of liquidated damages until such reasonable time as may be required for final completion of the Work together with any increased costs to the City in completing the Work.
- 2.18.3 If the City does not terminate the Contractor's right to proceed, the resulting damage will consist of liquidated damages until the Work is completed or accepted.

3.0 SALES TAX EXEMPTION AND OTHER TAXES

- 3.0.1 To the extent that materials and supplies are used or incorporated in the performance of this Contract, the Contractor is considered an exempt purchaser under the Massachusetts Sales Act, Chapter 14 of the Acts of 1966.
- 3.0.2 The Contractor shall be responsible for paying all other taxes and tariffs of any sort, related to the Work.

3.1 PROHIBITION AGAINST LIENS

The Contractor is prohibited from placing a lien on the City's property. This prohibition shall apply to all subcontractors at any tier and all materials suppliers.

3.2 ORDER OF PRECEDENCE

In the event of a conflict between these General Conditions and the Specifications, the General Conditions shall prevail. In the event of a conflict between these General Conditions and the Supplementary Special Conditions, the Supplementary Special Conditions shall prevail. In the event of a conflict between the Contract and any applicable state or local law or regulation, the state or local law or regulation shall prevail; provided that such state or local law or regulation does not conflict with, or is less restrictive than applicable federal law, regulation, or Executive Order. In the event of such a conflict, applicable federal law, regulation, and Executive Order shall prevail.

3.3 EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

The City of Newton shall, until three (3) years after final payment under this Contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this Contract for the purpose of making audit, examination, excerpts, and/or transcriptions.

END OF SECTION

SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS & CITY OF NEWTON

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SPECIAL CONDITIONS - COMMONWEALTH OF MASSACHUSETTS

Article 1. METHOD OF PAYING SUBCONTRACTORS

(General Laws, Chapter 30, Section 39F as most recently amended by Chapter 450, §76 of the Acts of 1996)

(1.) Every contract awarded pursuant to section forty-four A to L, inclusive, of chapter one hundred and forty-nine shall contain the following subparagraphs (a) through (i) and every contract awarded pursuant to section thirty-nine M of chapter thirty shall contain the following subparagraphs (a) through (h) and in each case those subparagraphs shall be binding between the general contractor and each subcontractor.

(a) Forthwith after the general contractor receives payment on account of a periodic estimate, the general contractor shall pay to each subcontractor the amount paid for the labor performed and the materials furnished by the subcontractor, less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(b) Not later than the sixty-fifth day after each subcontractor substantially completes his work in accordance with the plans and specifications, the entire balance due under the subcontract less amounts retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, shall be due the subcontractor; and the awarding authority shall pay that amount to the general contractor. The general contractor shall forthwith pay to the subcontractor the full amount received from the awarding authority less any amount specified in any court proceedings barring such payment and also less any amount claimed due from the subcontractor by the general contractor.

(c) Each payment made by the awarding authority to the general contractor pursuant to subparagraphs (a) and (b) of this paragraph for the labor performed and the materials furnished by a subcontractor shall be made to the general contractor for the account of that subcontractor, and the awarding authority shall take reasonable steps to compel the general contractor to make each such payment to each such subcontractor. If the awarding authority has received a demand for direct payment from a subcontractor for any amount which has already been included in a payment to the general contractor or which is to be included in a payment to the general contractor for payment to the subcontractor as provided in subparagraphs (a) and (b), the awarding authority shall act upon the demand as provided in this section.

(d) If, within seventy days after the subcontractor has substantially completed the subcontract work, the subcontractor has not received from the general contractor the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount retained by the awarding authority as the estimated cost of completing the incomplete and unsatisfactory items of work, the subcontractor may demand direct payment of the balance from the awarding authority. The demand shall be by a sworn statement delivered to or sent by certified mail to the awarding authority, and a copy shall be delivered to or sent by certified mail to the general contractor at the same time. The demand shall contain a detailed breakdown of the balance due under the subcontract and also a statement of the status of completion of the subcontract work. Any demand made after substantial completion of the subcontract work shall be valid even if delivered or mailed prior to the seventieth day after the subcontractor has substantially completed the subcontract work. Within ten days after the subcontractor has delivered or so mailed the demand to the awarding authority and delivered or so mailed a copy to the general contractor, the general contractor may reply to the demand. The reply shall be by a sworn statement delivered to or sent by certified mail to the awarding authority and a copy shall be delivered to or sent by certified mail to the subcontractor at the same time. The reply shall contain a detailed breakdown of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor and of the amount due for each claim made by the general contractor against the subcontractor.

(e) Within fifteen days after receipt of the demand by the awarding authority, but in no event prior to the seventieth day after substantial completion of the subcontract work, the awarding authority shall make direct payment to the subcontractor of the balance due under the subcontract including any amount due for extra labor and materials furnished to the general contractor, less any amount (i) retained by the awarding authority as the estimated cost of completing the incomplete or unsatisfactory items of work, (ii) specified in any court proceedings barring such payment, or (iii) disputed by the general contractor in the sworn reply; provided, that the awarding authority shall not deduct from a direct payment any amount as provided in part (iii) if the reply is not sworn to, or for which the sworn reply does not contain the detailed breakdown required by subparagraph (d). The awarding authority shall make further direct payments to the subcontractor forthwith after the removal of the basis for deductions from direct payments made as provided in parts (i) and (ii) of this subparagraph.

(f) The awarding authority shall forthwith deposit the amount deducted from a direct payment as provided in part (iii) of subparagraph (e) in an interest-bearing joint account in the names of the general contractor and the subcontractor in a bank in Massachusetts selected by the awarding authority or agreed upon by the general contractor and the subcontractor and shall notify the general contractor and the subcontractor of the date of the deposit and the bank receiving the deposit. The bank shall pay the amount in the account, including accrued interest, as provided in an agreement between the general contractor and the subcontractor or as determined by a decree of a court of competent jurisdiction.

(g) All direct payments and all deductions from demands for direct payments deposited in an interest-bearing account for accounts in a bank pursuant to subparagraph (f) shall be made out of amounts payable to the general contractor at the time of receipt of a demand for direct payment from a subcontractor and out of amounts which later become payable to the general contractor and in the order of receipt of such demands from subcontractors. All direct payments shall discharge the obligation of the awarding authority to the general contractor to the extent of the such payment.

(h) The awarding authority shall deduct from payments to a general contractor amounts which, together with the deposits in interest-bearing accounts pursuant to subparagraph (f), are sufficient to satisfy all unpaid balances of demands for direct payment received from subcontractors. All such amounts shall be earmarked for such direct payments, and the subcontractors shall have a right in such deductions prior to any claims against such amounts by creditors of the general contractor.

(i) If the subcontractor does not receive payment as provided in subparagraph (a) or if the general contractor does not submit a periodic estimate for the value of the labor or materials performed or furnished by the subcontractor and the subcontractor does not receive payment for same when due less the deductions provided for in subparagraph (a), the subcontractor may demand direct payment by following the procedure in subparagraph (d) and the general contractor may file a sworn reply as provided in that same subparagraph. A demand made after the first day of the month following that for which the subcontractor performed or furnished the labor and materials for which the subcontractor seeks payment shall be valid even if delivered or mailed prior to the time payment was due on a periodic estimate from the general contractor. Thereafter the awarding authority shall proceed as provided in subparagraph (e), (f), (g) and (h).

Article 2. METHOD OF PAYING GENERAL CONTRACTORS

(General Laws, Chapter 30, Section 39K as most recently amended by Chapter 145 of the Acts of 1991 and Chapter 151 of the Acts of 1993.)

Every contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building by the commonwealth, or by any county, city, town, district, board, commission or other public body, when the amount is more than five thousand dollars in the case of the commonwealth and more than two thousand dollars in the case of any county, city, town, district, board, commission or other public body, shall contain the following paragraph:--Within fifteen days (forty-five days in the case of the commonwealth, including local housing authorities) after receipt from the contractor, at the place designated by the awarding authority if such a place is so designated, of a periodic estimate requesting payment of the amount due for the preceding month, the awarding authority will make a periodic payment to the contractor for the work performed during the preceding month and for the materials not incorporated in the work but delivered and suitably stored at the site (or at some location agreed upon in writing) to which the contractor has title or to which a subcontractor has title and has authorized the contractor to transfer title to the awarding authority, less (1) a retention based on its estimate of the fair value of its claims against the contractor and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, and less (3) a retention not exceeding five per cent of the approved amount of the periodic payment. After the receipt of a periodic estimate requesting final payment and within sixty-five days after (a) the contractor fully completes the work or substantially completes the work so that the value of the work remaining to be done is, in the estimate of the awarding authority, less than one per cent of the original contract price, or (b) the contractor substantially completes the work and the awarding authority takes possession for occupancy, whichever occurs first, the awarding authority shall pay the contractor the entire balance due on the contract less (1) a retention based on its estimate of the fair value of its claims against the contractor and of the cost of completing the incomplete and unsatisfactory items of work and less (2) a retention for direct payments to subcontractors based on demands for same in accordance with the provisions of section thirty-nine F, or based on the record of payments by the contractor to the subcontractors under this contract if such record of payment indicates that the contractor has not paid subcontractors as provided in section thirtynine F. If the awarding authority fails to make payment as herein provided, there shall be added to each such payment daily interest at the rate of three percentage points above the rediscount rate then charged by the Federal Reserve Bank of Boston commencing on the first day after said payment is due and continuing until the payment is delivered or mailed to the contractor; provided, that no interest shall be due, in any event, on the amount due on a periodic estimate for final payment until fifteen days (twenty-four days in the case of the commonwealth) after receipt of such a periodic estimate from the contractor, at the place designated by the awarding authority if such a place is so designated. The contractor agrees to pay to each subcontractor a portion of any such interest paid in accordance with the amount due each subcontractor.

The awarding authority may make changes in any periodic estimate submitted by the contractor and the payment due on said periodic estimate shall be computed in accordance with the changes so made, but such changes or any requirement for a corrected periodic estimate shall not affect the due date for the periodic payment or the date for the commencement of interest charges on the amount of the periodic payment computed in accordance with the changes made, as provided herein; provided, that the awarding authority may, within seven days after receipt, return to the contractor for correction, any periodic estimate which is not in the required form or which contains computations not arithmetically correct and, in that event, the date of receipt of such periodic estimate shall be the date of receipt of the corrected periodic estimate in proper form and with arithmetically correct computations. The date of receipt of a periodic estimate received on a Saturday shall be the first working day thereafter. The provisions of section thirty-nine G shall not apply to any

contract for the construction, reconstruction, alteration, remodeling, repair or demolition of any public building to which this section applies.

All periodic estimates shall be submitted to the awarding authority, or to its designee as set forth in writing to the contractor, and the date of receipt by the awarding authority or its designee shall be marked on the estimate. All periodic estimates shall contain a separate item for each filed subtrade and each sub-subtrade listed in sub-bid form as required by specifications and a column listing the amount paid to each subcontractor and sub-subcontractor as of the date the periodic estimate is filed. The person making payment for the awarding authority shall add the daily interest provided for herein to each payment for each day beyond the due date based on the date of receipt marked on the estimate.

A certificate of the architect to the effect that the contractor has fully or substantially completed the work shall, subject to the provisions of section thirty-nine J, be conclusive for the purposes of this section.

Article 3. CLAIMS FOR UNFORESEEN CONDITIONS

(General Laws, Chapter 30, Section 39N as most recently amended by Chapter 774 of the Acts of 1972)

Every contract subject to section forty-four A of chapter one hundred and forty-nine or subject to section thirty-nine M of chapter thirty shall contain the following paragraph in its entirety and an awarding authority may adopt reasonable rules or regulations in conformity with that paragraph concerning the filing, investigation and settlement of such claims:

If, during the progress of the work, the contractor or the awarding authority discovers that the actual subsurface or latent physical conditions encountered at the site differ substantially or materially from those shown on the plans or indicated in the contract documents either the contractor or the contracting authority may request an equitable adjustment in the contract price of the contract applying to work affected by the differing site conditions. A request for such an adjustment shall be in writing and shall be delivered by the party making such claim to the other party as soon as possible after such conditions are discovered. Upon receipt of such a claim from a contractor, or upon its own initiative, the contracting authority shall make an investigation of such physical conditions, and, if they differ substantially or materially from those shown on the plans or indicated in the contract documents or from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the plans and contract documents and are of such a nature as to cause an increase or decrease in the cost of performance of the work or a change in the construction methods required for the performance of the work which results in an increase or decrease in the cost of the work, the contracting authority shall make an equitable adjustment in the contract price and the contract shall be modified in writing accordingly.

Article 4. CLAIMS FOR DELAY

(General Laws, Chapter 30, Section 390 as added by Chapter 116 of the Acts of 1973)

Every contract subject to the provisions of section thirty-nine M of this chapter or subject to section forty-four A of chapter one hundred forty-nine shall contain the following provisions (a) and (b) in their entirety and, in the event a suspension, delay, interruption or failure to act of the awarding authority increases the cost of performance to any subcontractor, that subcontractor shall have the same rights against the general contractor for payment for an increase in the cost of his performance as provisions (a) and (b) give the general contractor against the awarding authority, but nothing in provisions (a) and (b) shall in any way change, modify or alter any other rights which the general contractor or the subcontractor may have against each other.

(a) The awarding authority may order the general contractor in writing to suspend, delay, or interrupt all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the awarding authority; provided however, that if there is a suspension, delay or interruption for fifteen days or more or due to a failure of the awarding authority to act within the time specified in this contract, the awarding authority shall make an adjustment in the contract price for any increase in the cost of performance of this contract but shall not include any profit to the general contractor on such increase; and provided further, that the awarding authority shall not make any adjustment in the contract price under this provision for any suspension, delay, interruption or failure to act to the extent that such is due to any cause for which this contract provides for an equitable adjustment of the contract price under any other contract provisions.

(b) The general contractor must submit the amount of a claim under provision (a) to the awarding authority in writing, as soon as practicable after the end of the suspension, delay, interruption or failure to act and, in any event, not later than the date of final payment under this contract and, except for costs due to a suspension order, the awarding authority shall not approve any costs in the claim incurred more than twenty days before the general contractor notified the awarding authority in writing of the act of failure to act involved in the claim.

Article 5. DECISIONS AND APPROVALS BY ENGINEER OR ARCHITECT

(General Laws, Chapter 30, Section 39P, as added by Chapter 1164 of the Acts of 1973)

Every contract subject to section thirty-nine M of this chapter or section forty-four A of chapter one hundred forty-nine which requires the awarding authority, any official, its architect or engineer to make a decision on interpretation of the specifications, approval of equipment, material or any other approval, or progress of the work, shall require that the decision be made promptly and, in any event, no later than thirty days after the written submission for decision; but if such decision requires extended investigation and study, the awarding authority, the official, architect or engineer shall, within thirty days after the receipt of the submission, give the party making the submission written notice of the reasons why the decision cannot be made within the thirty day period and the date by which the decision will be made.

Article 6. PREFERENCE IN EMPLOYMENT, WAGES

(General Laws, Chapter 149 Section 26 as most recently amended by Chapter 665 of the Acts of 1986 and Chapter 552 of the Acts of 1991).

In the employment of mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works by the commonwealth, or by a county, town or district, or by persons contracting or subcontracting for such works, preference shall first be given to citizens of the commonwealth who have been residents of the commonwealth for at least six months at the commencement of their employment who are male veterans as defined in clause Forty-third of section seven of chapter four, and who are qualified to perform the work to which the employment relates; and secondly, to citizens of the commonwealth generally who have been residents of the commonwealth for at least six months at the commencement of their employment, and if they cannot be obtained in sufficient numbers, then to citizens of the United States, and every contract for such work shall contain a provision to this effect. Each county, town or district in the construction of public works, or persons contracting or subcontracting for such works, shall give preference to veterans and citizens who are residents of such county, town or district. The rate per hour of the wages paid to said mechanics and apprentices, teamsters, chauffeurs and laborers in the construction of public works shall not be less than the rate or rates of wages to be determined by the commissioner as hereinafter provided; provided, that the wages paid to laborers employed on said works shall not be less than those paid to laborers in the municipal service of the town or towns where said works are being constructed; provided, further, that where the same public work is to be constructed in two or more towns, the wages paid to laborers shall not be less than those paid to laborers in the municipal service of the town paying the highest rate; provided, further, that if, in any of the towns where the works are to be constructed, a wage rate or wage rates have been established in certain trades and occupations by collective agreements or understandings in the private construction industry between organized labor and employers, the rate or rates to be paid on said works shall not be less than the rates so established, provided, further that in towns where no such rate or rates have been so established, the wages paid to mechanics and apprentices, teamster, chauffeurs and laborers on public works, shall not be less than the wages paid to the employees in the same trades and occupations by private employers engaged in the construction industry. This section shall also apply to regular employees of the commonwealth or of a county, town or district, when such employees are employed in the construction, addition to or alteration of public buildings for which special appropriation of more than One Thousand Dollars are provided. Payments by employers to health and welfare plans, pension plans and supplementary unemployment benefit plans under collective bargaining agreements or understandings between organized labor and employers shall be included for the purpose of establishing minimum wage rates as herein provided.

Article 7. HOURS OF WORK

(General Laws, Chapter 149 Section 34 as most recently amended by Chapter 552 of the Acts of 1991).

Every contract, except for the purchase of material or supplies, involving the employment of laborers, workmen, mechanics, foremen or inspectors, to which the commonwealth or any county or town, subject to section thirty, is a party, shall contain a stipulation that no laborer, workman, mechanic, foreman or inspector working within the commonwealth, in the employ of the contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by the contract, shall be required or permitted to work more than eight hours in any one day or more than forty-eight hours in any one week, or more than six days in any one week, except in case of emergency, or, in case any town subject to section thirty-one is a party to such a contract, more than eight hours in any one day, except as aforesaid, provided, that in contracts entered into by the department of highways for the construction or reconstruction of highways there may be inserted in said stipulation a provision that said department, or any contractor or subcontractor for said department, may employ laborers, workmen, mechanics, foremen and inspectors for more than eight hours in any one day in such construction or reconstruction when, in the opinion of the commissioner of labor and industries, public necessity so requires. Every such contract not containing the aforesaid stipulation shall be null and void.

Article 8. WORK BY FOREIGN CORPORATIONS

(General Laws, Chapter 30 Section 39L, as most recently amended by Chapter 3 of the Acts of 1967).

The Commonwealth and every county, city, town, district, board, commission or other public body which, as the awarding authority, requests proposals, bids or subbids for any work in the construction, reconstruction, alteration, remodeling, repair or demolition of any public building or other public works (1) shall not enter into a contract for such work with, and shall not approve as a subcontractor furnishing labor and materials for a part of any such work, a foreign corporation which has not filed with such awarding authority a certificate of the state secretary stating that such corporation has complied with sections three and five of chapter one hundred and eighty-one and the date of such compliance, and (2) shall report to the state secretary and to the department of corporations and taxation any foreign corporation performing work under such contract or subcontract, and any person, other than a corporation, performing work under such contract or subcontract, and residing or having a principal place of business outside the Commonwealth.

END OF SECTION

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
DECEMBER 1, 1999
JANUARY 21, 2010 revised

STATEMENT OF POLICY:

Whereas it is the policy of the government of the United States of America, the Commonwealth of Massachusetts and the City of Newton that no person shall be discriminated against in any manner whatsoever on the grounds of race, religion, color, sex, handicap or national origin; and

Whereas, it is the policy of the government of the United States of America that no person shall, on the grounds of race, color, sex or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program of activity funded entirely or in part by the City, the State or Federal government; and

Whereas, it is the policy of the government of the United States of America to encourage that Minority/Women Business Enterprises shall have the maximum practicable opportunity to participate in Federal and State assisted projects; and all City funded contracts; and

Whereas, it is the policy of the City of Newton to encourage that minority/women business enterprises shall have the maximum practicable opportunity to participate in all City funded contracts; and

Whereas, the City of Newton, as a recipient of Federal and State funds subscribes to the above policies and will fully comply With Federal, State and local laws and directives governing non-discrimination, equal opportunity and affirmative action in all municipal activities; and

Whereas, to further enunciate the equal opportunity policy of the City of Newton's Minority/Women Business Program, the following responsibilities are specified

This MINORITY/ WOMEN Business Enterprise Plan sets forth the administrative standards for the further implementation of the City of Newton's policy of the utilization of minority contractors and subcontractors.

The City of Newton strongly affirms that it will not discriminate in any contractual procedures against any persons because of race, color, religion, age, disability, sex or national origin. This policy shall be administered with a positive supportive attitude.

It is the responsibility of the City of Newton to take affirmative steps to implement this policy to insure equality of opportunity in conducting the Program including notifying those persons and businesses doing business with the City, that contracts for goods, services and construction, shall be made Without reference or regard to race, color, sex, age, handicap, religion or national origin.

Setti D. Warren Mayor

CITY OF NEWTON
MINORITY/ WOMEN BUSINESS ENTERPRISE PLAN
JANUARY 21, 2010

I. DEFINITIONS:

A. **Minority Person**- the term includes a person who is of Black Hispanic, Asian, American Indian or Cape Verdean origin.

B. **Minority Business Enterprise (MBE)** -- the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a minority person,
- a partnership or joint venture controlled by minority persons in which at least 51 % of the ownership interest is held by minority persons or,
- a corporation or other entity controlled by minority persons and in which at least 51 % of the stock is owned by one or more minority persons.

C. **Contract Compliance Officer** - the Chief Procurement Officer or his/her designee responsible for the implementation of Newton's Minority/Women Enterprise Plan ("MWBE Plan") and activities.

D. **MCAD** - Massachusetts Commission Against Discrimination.

E. **SOMWBA** -- State Office of Minority/Women Business Assistance,

F. **City** - The City of Newton.

G. **Women Business Enterprise (WBE)** - the term shall mean a business a) that is certified by SOMWBA; or b) provides evidence satisfactory to the City's Affirmative Action Officer that it is a business owned or controlled by one or more of the following:

- an individual who is a woman.
- a partnership or joint venture controlled by women in which at least 51% of the ownership interest is held by women, or
- a corporation or other entity controlled by women and in which at least 51% of the stock is owned by one or more women.

H. **MWBE** — Minority or Women Business Enterprise

II. GOALS:

Newton's Minority/Women Enterprise Plan ("MWBE Plan") shall be guided by the goals presented below to promote minority/women opportunities within the City.

These goals comprise the framework for those activities to be implemented as part of the MWBE Plan:

To take affirmative action in expanding opportunities for minority and women owned firms in obtaining contracts within the City of Newton.

To assure that all contractors, regardless of race color, religion, creed, national origin, sex, age, ancestry or handicap, shall have equal opportunity to City contracting activities.

To award, of the total annual City contract dollars expended, 10 percent to MBE and 5 percent to WBE for construction; for goods and services, 5 percent WBE and 5 percent MBE.

III. SOLICITATION ACTIVITIES:

To notify MWBEs of upcoming contracts for construction, professional services and supplies, funded in whole or in part with Federal, State, and City funds, the following activities will be undertaken. In addition on a regular basis, the City of Newton will distribute to its listing of MWBEs and SOMWBA, a summary of upcoming contract opportunities which are subject to the City's MWBE Plan.

A. Construction Contracts

All construction contracts with an estimated value over \$50,000 will be formally advertised within local, regional, minority and special interest publications at least 14 days prior to the bid opening date.

For all such construction contracts a "Notice of Solicitation" of a project going out to bid will be distributed to appropriate SOMWBA or City certified firms at least 14 days prior to the bid opening date.

B. Contracts for Professional Services

The City of Newton will send notification of its advertised Request for Proposals to appropriate! SOMWBA or City certified firms Responding MWBE firms will be considered for contract award within the bounds of generally accepted management practice or with the applicable procurement law relating to securing the lowest cost and best services available.

C. Procurement of Supplies

The City of Newton will (where feasible) utilize MWBEs for the procurement of supplies in accordance with City purchasing procedures. These efforts will be documented and reported to MCAD, and the Mayor's office on a quarterly basis.

IV. CONSTRUCTION ACTIVITIES:

A. Goals

The City of Newton bid documents and contracts with an estimated value over \$50,000 will contain the City's goal of 10% for MBE and 5% for WBE utilization for subcontracts,

B. Pre-Bid Conference

To affirmatively further the opportunities available to prospective bidders, the City will hold a pre-bid conference 5-7 days prior to the bid opening date for all City construction contracts and subcontracts with an estimated value over \$50,000.

The pre-bid conference will provide an opportunity for contractors to: review and clarify the technical requirements of the projects, review the City's MWBE Plan; and review Equal Opportunity requirements. The City will advertise this conference and extend invitations to interested contractors as part of the notice of solicitation.

C. Bid Submission

All bids for City of Newton contracts with -an estimated value over \$50,000 shall include a certification of intent to be completed by the bidder swing his/her intent to comply with the City's MWBE Plan. Failure to include this certification shall be an informality which may be waived if such certification is received prior to the award of the contract.

D. Contract Execution

Upon notification of award of the contract, the bidder shall provide a written plan detailing how it will comply with the MWBE Plan

E. Monitoring

Throughout the duration of the contract, the City of Newton through its Contract Compliance Officer, will monitor the progress and activities of all contractors and subcontractors as they attempt to comply with the MWBE Plan.

F. Enforcement

In the case of clear neglect to make a good faith effort to comply with this MWBE Plan, the City of Newton reserves the right to designate contractor, after a hearing, as ineligible for future City bid awards.

V. CONTRACT COMPLIANCE OFFICER/DUTIES AND RESPONSIBILITIES:

The Contract Compliance Officer, as liaison between minority firms and the City of Newton will have the overall responsibility for the implementation of Newton's MWBE Plan. This responsibility includes the development, management, dissemination of information; the provision of technical assistance to minority firms including clarification of procedures to be implemented; maintenance of relevant documentation; completion of reporting requirements; and performance of monitoring and evaluation activities; and maintenance and updating of listings of minority/women business.

The Contract Compliance Officer has oversight of all City procurements for construction, professional services and supplies and shall coordinate the implementation of the MWBE Plan with other City departments.

THE CITY OF NEWTON, MASSACHUSETTS
SUPPLEMENTAL EQUAL EMPLOYMENT OPPORTUNITY
ANTI-DISCRIMINATION AND AFFIRMATIVE ACTION PROGRAM

- I. The requirements hereinafter set forth apply to construction contracts which involve an expenditure by the City of \$50,000 or more.
- II. For purposes of this contract "minority" refers to Asian Americans, Black, Hispanics American Indians and Cape Verdeans. The City refers to the- City of Newton
- III. During the performance of this contract the Contractor and all of (his) Subcontractors (hereinafter collectively referred to as the Contractor) , for himself, his assignees, and successors in interest, agree as follows:

In connection with the performance of work under this contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religious creed, national origin, age or sex. The aforesaid provision shall include, but not be limited to, the following: layoff; termination; rates of pay or other forms of compensation; conditions or privileges of employment; and the selection of apprenticeship. The Contractor shall post hereafter in conspicuous places, available for employees and applicants for employment, notices to be provided by the City setting forth the provisions of the Fair Employment Practices Law of the Commonwealth (MGL Chapter 151 B) . (See Attachment A)

2. In connection with the performance of work under this contract, the Contractor shall undertake in good faith, affirmative action measures designed to eliminate any discriminatory barriers in the terms and conditions of employment on the grounds of race, color, religious creed, national origin, age or sex, and to eliminate and remedy any effects of such discrimination -in the past. Such affirmative action shall. entail positive and aggressive measures to ensure equal employment: opportunity in the areas of hiring, upgrading, demotion or transfer, recruitment, Layoff or termination, rate of compensation, and in-service or apprenticeship training programs. This affirmative action shall. include all action required to guarantee equal employment opportunity for all persons, regardless of race, color, religious creed, national origin, age or sex. A purpose of- this provision is to ensure to the fullest extent possible an adequate supply of skilled tradesmen for this and future City public construction projects
-
1. As part of this obligation of remedial action under the foregoing section, the contractor shall maintain on this project a not less than 5 percent ratio of minority employee man hours to total man hours in each job category, including, but not limited to, bricklayers, carpenters, cement masons, electricians, ironworkers, operating engineers, and those "classes of work" enumerated in Section 44C of Chapter 149 of the Massachusetts General Laws.
 2. In the hiring of minority journeymen, apprentices, trainees and advanced trainees, the Contractor shall rely on referrals, from the Contractor's affirmative action program approved by the City, traditional referral methods utilized by the construction industry, and referrals from agencies, not more than three in number at any one time, designated by the Liaison Committee or the City.

1. At the discretion of the City, there maybe established for the life of this contract a body to be known as the Liaison Committee, The Liaison Committee shall be composed of the Compliance Officer and one representative each from the Departments administering this project, hereinafter called the administering Departments, and such other representatives as may be designated by the City.
2. The Contractor (or, his/her agent, if any, designated by him/her as the onsite equal employment opportunity officer) shall recognize the Liaison Committee as the affirmative action body, and shall establish a continuing working relationship with the Liaison Committee on all matters related to minority recruitment, referral, employment and training.
3. The Contractor shall prepare manning tables on a quarterly basis.* These shall be broken down into projections, by week, for workers required in each trade. Copies shall be furnished one week in advance of the initiation of work and quarterly thereafter to the City and to the Liaison Committee.
4. Records of employment referral orders, prepared by the Contractor, shall be made available to the City and to the Liaison Committee on request.
5. The contractor shall prepare weekly reports in a form approved by the City of hours worked in each trade by each employee, identified as minority or non-minority. Copies of these reports shall be provided at the end of each week to the City and to the Liaison Committee.

* If job is less than three months, prepare for length of job.

- VI. If the Contractor shall use any sub contractor on any work performed under this contract, he/she shall take affirmative action to negotiate with qualified minority subcontractors. This affirmative action shall cover both pre-bid and post-bid periods. It shall include notification to the State Office of: Minority *Business Assistance* or As designee, while bids are in preparation, of all products, work or services for which the Contractor intends to negotiate bids.
- VII. In the employment of journeyman, apprentices, trainees, and advanced trainees, the Contractor shall give preference to citizens of the Commonwealth who have served in the armed forces of the United States in time of war and have been honorably discharged there from or released from active duty therein, and who are qualified to perform the work to which the employment relates, and, secondly to citizens of the Commonwealth generally, and, if such cannot be obtained in sufficient numbers, then to citizens of the United States
- VIII. A designee of the City and a designee of the Liaison Committee shall each have the right of access no the Construction site,
- IX. **Compliance with Requirements**
The Contractor shall comply with the provisions of Chapter 151 B of the Massachusetts General Laws, which are herein incorporated by reference and made as amended by Executive Order 227, and of Chapter 151B as amended, of the Massachusetts General Laws, both *of which* are herein incorporated by reference and made a part of this contract.
- X. **Non-Discrimination**
The Contractor, in the performance of all work after award, and prior to completion of the contract work, will not discriminate on the grounds of race, color, religious creed,

national origin, age or sex in employment practices, in the selection or retention of sub-contractors, or in the procurement of materials and rentals of equipment.

XI. Solicitations for sub-Contracts and for the Procurement of Materials and Equipment

In all solicitations either by competitive bidding or negotiation made by the Contractor either for work to be performed under a subcontract or for the procurement of materials or equipment, each potential subcontractor or supplier shall be notified in writing by the Contractor of the Contractor's obligations under his contract relative to non-discrimination and affirmative action.

XII. Bidders Certification Requirement

1. The following certification statement will be inserted in the bid document just above the bidder's signature.

"The bidder hereby certifies he shall comply with the minority manpower ratio and specific action steps contained in the City of Newton, Massachusetts Supplemental Equal Employment-- Opportunity Anti-Discrimination and Affirmative Action Program. The Contractor receiving the award of the contract shall be required to obtain from each of its subcontractors and submit to the contracting or, administering agency prior to the performance of any work under said contract a certification by said subcontractor, regardless of tier, that it will comply with the minority manpower ratio and specific affirmative action steps contained in the City of Newton Massachusetts Supplemental Equal Employment Opportunity Anti -Discrimination and Affirmative Action Program.

XIII. Contractor's Certification

A Contractor's certification form must be signed by all successful low bidders prior to award by the City. A Contractor shall not be eligible for award of a contract unless the contractor has executed and submitted the Contractor's Certification, which shall be deemed a part of the resulting contract. (See Attachment B)

XIV. Subcontractor's Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit: to the Prime Contractor a subcontractor's certification setting forth the subcontractor's compliance with this program, which shall be deemed a part of the resulting subcontract. (See Attachment C)

XV. Compliance - Information, Reports and Sanctions

1. The Contractor will provide all information and reports required by the administering department or, the City on instruction issued by either of them and will permit access to its facilities and any books, records, accounts and other sources of information which

may be determined by the City to affect the employment of personnel. This provision shall apply only to information pertinent to the City's supplementary affirmative action contract requirements. Where information required is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the administering department or the City as appropriate and shall set forth what efforts he/she has made to obtain the information.

2. Whenever the administering department, the City, or the Liaison Committee believes the General Contractor or any Subcontractor may not-, be operating in compliance with the terms of this Section, the City directly, or through its designated agent, shall conduct an appropriate investigation, and may confer with the parties, to determine if such Contractor is operating in compliance with the terms of this Section. If the City or its agent finds the General Contractor or any Subcontractor not in compliance, it shall make a preliminary report on non-compliance, and notify such Contractor in writing of such steps as will in the judgment of the City or its agent bring such Contractor into compliance. In the event, that such Contractor fails or refuses to fully perform such steps, the City shall make a final report of non-compliance, and recommend to the administering department the imposition of one or more of the sanctions listed below. If, however, the City believes the General Contractor or any Subcontractor has taken or is taking every possible measure to achieve compliance, it shall not make a final report of non-compliance, within fourteen days at the receipt of the recommendations of the City, the administering department shall move to impose one or more of the following sanctions, as it may deem appropriate to attain full and effective enforcement:
 - (a) The recovery by the administering department from the General Contractor of 1/100 of!! of the contract award price or \$1000 whichever sum is greater, in the nature of liquidated damages or
if a Subcontractor is in non-compliance, the recovery by the administering department from the General Contractor, to be assessed by the General Contractor as a back charge against the Subcontractor, of 1/10 of 1% of the sub-contract price, or \$400 whichever sum is greater, in the nature of liquidated damages, for each week that such party fails or refuses to comply
 - (b) The suspension of *any* payment of part thereof due under the contract until such time as the General Contractor or any Subcontractor is able to demonstrate his compliance with the terms of the contract;
 - (c) The termination, or cancellation, of the contract, in whole or in part, unless the General Contractor or any Subcontractor is able to demonstrate within a specified time his/her compliance
with the terms of the City's affirmative action construction contract requirements; OR,
 - (d) The denial to the General Contractor or any Subcontractor of the right to participate in any future contracts awarded by the administering department for a
 - (e) Period of up to three years.
3. If at any time after the imposition of one or more of the above sanctions (unless the contract has been terminated), a Contractor is able to demonstrate that he/she is in compliance with this section, he/she may request the City to suspend the sanctions conditionally pending a final determination by the City as to whether the Contractor is in

compliance. Upon final determination of the City, the administering department, based upon the recommendation of the City, shall either lift the sanctions or continue them.

4. Sanctions enumerated under Section XV shall not be imposed by the City except after the General Contractor or Subcontractor has had an opportunity for full and fair hearing with City. The non-compliance investigation shall be initiated without prior notice to the contractor. Any sanctions to be imposed shall be, set forth fully and completely in writing, and may then be appealed to the City in writing by the Contractor.

.XIV. **Severability**

The provisions of this section are severable, and if any of these provisions shall be held unconstitutional by any court of competent jurisdiction, the decision of such court shall not affect or impair any of the remaining provisions.

FAIR EMPLOYMENT LAW

The Fair Employment Law declares that it is illegal to discriminate on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability

IT IS UNLAWFUL:

- to print or circulate any advertisement or use any application form which directly or indirectly specifies any limitation on the basis of race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to discharge or refuse to hire any individual on the basis of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry, or disability.
- to discriminate against any individual in matters relating to compensation, terms, conditions, or privileges of employment because of their race, color, religious creed, national origin, sex, sexual orientation, age, ancestry or disability.
- to require a woman to leave her job at some arbitrary stage in her pregnancy or to refuse to let her return to work until a specified time set by the employer.
- to grant a female employee at least eight weeks leave for purposes of childbirth or to treat her absence differently than any other absence due to disability.
- to require an employee to remain at work during any day or part thereof that s/he observes as a religious holiday provided that the employee gives a ten-day notice and the absence does not cause undue hardship to the employer.
- to discharge or refuse to hire any person because of their failure to furnish information concerning admission to a center for the treatment of mentally ill persons.
- to discriminate against a job applicant for failure to furnish information, written or oral, concerning:- A) an arrest, detention or disposition regarding a violation of law in which no conviction resulted; B) a first conviction for any of the following misdemeanors: driving under the influence, simple assault, speeding, minor traffic violations, disturbance of the peace; or C) conviction for a misdemeanor where the date of the conviction or end of period of incarceration, if any, occurred more than five years prior to the employment application, and the applicant has not been convicted of any offense within the five years immediately before the date of application.

RETALIATION

It is illegal to retaliate against any person because s/he has opposed any practices forbidden under this Chapter or because s/he has filed a complaint, testified, or assisted in any proceeding before the Commission. It is also illegal to aid, abet, incite, compel or coerce the doings of any of the acts forbidden under this Chapter or to attempt to do so.

SEXUAL HARASSMENT

151B:1,18 The term "sexual harassment" shall mean sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when (a) submission to or rejection of such advances, requests or conduct is made either explicitly or implicitly a term or condition of employment, or as a basis for employment decisions: (h) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

COMPLAINTS

All complaints must be filed in writing. Information on the filing of complaints can be obtained by contacting the MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION at the following locations:

Boston office:
One Ashburton Place
Room 601
Boston, MA 02108
(617) 727-3990

Springfield office:
436 Dwight Street
Suite 315
Springfield, MA 01103
(413) 739-2145

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract, regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR'S CERTIFICATION

_____. Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorized representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

CITY OF NEWTON

WAGE RATE REQUIREMENTS

1. GENERAL

- A.** This section summarizes the requirements for the payment of wages to laborers and mechanics employed under the Contract.
- B.** Other duties and requirements of law which may not be specified in this section apply and are inherently part of the Contract.

2. WAGE RATES

- A.** The rate per hour to be paid to mechanics, apprentices, teamsters, chauffeurs, and laborers employed on the Work shall not be less than the rate of wages in the attached "Minimum Wage Rates" as determined by the Commissioner of Labor and Industries. This schedule shall continue to be the minimum rate of wages for said employees during the life of this Contract.
- B.** Keep posted on the site a legible copy of said schedule. Keep on file the wage rates and classifications of labor employed on this Work in order that they may be available for inspection by the Owner, Administrator, or the Architect.
- C.** Apprentices employed pursuant to this determination of wage rates must be registered and approved by the State Apprenticeship Council wherever rates for journeymen or apprentices are not listed.
- D.** Pay reserve police officers employed on the Work the prevailing rate of wages paid to regular police officers as required by M.G.L. c 149, Sec. 34B, as amended. Such police officers shall be covered by Workmen's Compensation Insurance and Employers Liability Insurance by the Contractor.
- E.** The Contractor and all subcontractors shall, on a weekly basis throughout the term of the contract, provide to the City of Newton certified payroll affidavits verifying compliance with M.G.L. c.149, Sec. 27, 27A and 27B.
- F.** The Contractor and all subcontractors shall provide a Statement of Compliance within 15 days of the completion of its portion of the work. This statement shall be submitted to the Owner on the form found elsewhere in this section.
- G.** The Contractor shall maintain accurate and complete records, including payroll records, during the Contract term and for three years thereafter. Filings made by the Contractor pursuant to Clauses 47, 48 and 49 of the General Conditions shall be deemed to constitute compliance with State filing requirements under the Massachusetts Prevailing Wage Law.

END OF SECTION



DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Construction						
(2 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.25	\$8.56	\$7.27	0.00	\$47.08
	08/01/2012	\$31.25	\$8.91	\$7.27	0.00	\$47.43
	12/01/2012	\$31.55	\$8.91	\$8.00	0.00	\$48.46
(3 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.32	\$8.56	\$7.27	0.00	\$47.15
	08/01/2012	\$31.32	\$8.91	\$7.27	0.00	\$47.50
	12/01/2012	\$31.62	\$8.91	\$8.00	0.00	\$48.53
(4 & 5 AXLE) DRIVER - EQUIPMENT TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.44	\$8.56	\$7.27	0.00	\$47.27
	08/01/2012	\$31.44	\$8.91	\$7.27	0.00	\$47.62
	12/01/2012	\$31.74	\$8.91	\$8.00	0.00	\$48.65
ADS/SUBMERSIBLE PILOT PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35
AIR TRACK OPERATOR LABORERS - ZONE 1	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 **City/Town:** NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ASBESTOS REMOVER - PIPE / MECH. EQUIPT. <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	06/01/2012	\$28.48	\$10.40	\$5.95	0.00	\$44.83
	12/01/2012	\$29.08	\$10.40	\$5.95	0.00	\$45.43
	06/01/2013	\$29.88	\$10.40	\$5.95	0.00	\$46.23
	12/01/2013	\$30.68	\$10.40	\$5.95	0.00	\$47.03
	06/01/2014	\$31.58	\$10.40	\$5.95	0.00	\$47.93
	12/01/2014	\$32.48	\$10.40	\$5.95	0.00	\$48.83
	06/01/2015	\$33.43	\$10.40	\$5.95	0.00	\$49.78
	12/01/2015	\$34.38	\$10.40	\$5.95	0.00	\$50.73
ASPHALT RAKER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
ASPHALT/CONCRETE/CRUSHER PLANT-ON SITE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
BACKHOE/FRONT-END LOADER <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
BARCO-TYPE JUMPING TAMPER LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
BLOCK PAVER, RAMMER / CURB SETTER LABORERS - ZONE 1	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
BOILER MAKER BOILERMAKERS LOCAL 29	01/01/2010	\$37.70	\$6.97	\$11.18	0.00	\$55.85

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BOILERMAKER - Local 29

Effective Date - 01/01/2010

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
2	65	\$24.51	\$6.97	11.18	\$0.00	\$42.66
3	70	\$26.39	\$6.97	11.18	\$0.00	\$44.54
4	75	\$28.28	\$6.97	11.18	\$0.00	\$46.43
5	80	\$30.16	\$6.97	11.18	\$0.00	\$48.31
6	85	\$32.05	\$6.97	11.18	\$0.00	\$50.20
7	90	\$33.93	\$6.97	11.18	\$0.00	\$52.08
8	95	\$35.82	\$6.97	11.18	\$0.00	\$53.97

Notes:

Apprentice to Journeyworker Ratio:1:5

BRICK/STONE/ARTIFICIAL MASONRY (INCL. MASONRY WATERPROOFING)	03/01/2012	\$46.56	\$10.18	\$17.25	0.00	\$73.99
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BRICKLAYERS LOCAL 3 (NEWTON)

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - BRICK/PLASTER/CEMENT MASON - Local 3 Newton

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.28	\$10.18	17.25	\$0.00	\$50.71
2	60	\$27.94	\$10.18	17.25	\$0.00	\$55.37
3	70	\$32.59	\$10.18	17.25	\$0.00	\$60.02
4	80	\$37.25	\$10.18	17.25	\$0.00	\$64.68
5	90	\$41.90	\$10.18	17.25	\$0.00	\$69.33

Notes:

Apprentice to Journeyworker Ratio:1:5

BULLDOZER/GRADER/SCRAPER	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
CAISSON & UNDERPINNING BOTTOM MAN	12/01/2011	\$32.80	\$7.10	\$12.60	0.00	\$52.50
LABORERS - FOUNDATION AND MARINE						
CAISSON & UNDERPINNING LABORER	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
LABORERS - FOUNDATION AND MARINE						
CAISSON & UNDERPINNING TOP MAN	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35
LABORERS - FOUNDATION AND MARINE						

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CARBIDE CORE DRILL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
CARPENTER <i>CARPENTERS - ZONE 2 (Eastern Massachusetts)</i>	03/01/2012	\$33.03	\$9.80	\$15.61	0.00	\$58.44

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER - Zone 2 Eastern MA

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.52	\$9.80	1.57	\$0.00	\$27.89
2	60	\$19.82	\$9.80	1.57	\$0.00	\$31.19
3	70	\$23.12	\$9.80	10.90	\$0.00	\$43.82
4	75	\$24.77	\$9.80	10.90	\$0.00	\$45.47
5	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
6	80	\$26.42	\$9.80	12.47	\$0.00	\$48.69
7	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57
8	90	\$29.73	\$9.80	14.04	\$0.00	\$53.57

Notes:

Apprentice to Journeyworker Ratio:1:5

CEMENT MASONRY/PLASTERING BRICKLAYERS LOCAL 3 (NEWTON)	07/01/2012	\$41.76	\$10.50	\$18.61	1.30	\$72.17
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
CHAIN SAW OPERATOR LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
CLAM SHELLS/SLURRY BUCKETS/HEADING MACHINES OPERATING ENGINEERS LOCAL 4	06/01/2012	\$40.84	\$10.00	\$12.65	0.00	\$63.49
	12/01/2012	\$41.46	\$10.00	\$12.65	0.00	\$64.11
	06/01/2013	\$42.24	\$10.00	\$12.65	0.00	\$64.89
	12/01/2013	\$43.02	\$10.00	\$12.65	0.00	\$65.67
COMPRESSOR OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
DELEADER (BRIDGE) PAINTERS LOCAL 35 - ZONE 2	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 **City/Town:** NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
DEMO: ADZEMAN LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DEMO: BACKHOE/LOADER/HAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: BURNERS LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: CONCRETE CUTTER/SAWYER LABORERS - ZONE 1	12/01/2011	\$32.80	\$7.10	\$12.45	0.00	\$52.35
DEMO: JACKHAMMER OPERATOR LABORERS - ZONE 1	12/01/2011	\$32.55	\$7.10	\$12.45	0.00	\$52.10
DEMO: WRECKING LABORER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35
DIRECTIONAL DRILL MACHINE OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
DIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$53.62	\$9.80	\$17.12	0.00	\$80.54
DIVER TENDER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
DIVER TENDER (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$57.45	\$9.80	\$17.12	0.00	\$84.37
DIVER/SLURRY (EFFLUENT) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$80.43	\$9.80	\$17.12	0.00	\$107.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ELECTRICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ELECTRICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
2	40	\$16.95	\$13.00	7.81	\$0.00	\$37.76
3	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
4	45	\$19.07	\$13.00	10.26	\$0.00	\$42.33
5	50	\$21.19	\$13.00	10.59	\$0.00	\$44.78
6	55	\$23.30	\$13.00	10.92	\$0.00	\$47.22
7	60	\$25.42	\$13.00	11.24	\$0.00	\$49.66
8	65	\$27.54	\$13.00	11.58	\$0.00	\$52.12
9	70	\$29.66	\$13.00	11.90	\$0.00	\$54.56
10	75	\$31.78	\$13.00	12.23	\$0.00	\$57.01

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
2	40	\$17.22	\$13.00	7.82	\$0.00	\$38.04
3	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
4	45	\$19.37	\$13.00	10.27	\$0.00	\$42.64
5	50	\$21.53	\$13.00	10.60	\$0.00	\$45.13
6	55	\$23.68	\$13.00	10.93	\$0.00	\$47.61
7	60	\$25.83	\$13.00	11.25	\$0.00	\$50.08
8	65	\$27.98	\$13.00	11.59	\$0.00	\$52.57
9	70	\$30.14	\$13.00	11.91	\$0.00	\$55.05
10	75	\$32.29	\$13.00	12.25	\$0.00	\$57.54

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: App Prior 1/1/03; 30/35/40/45/50/55/65/70/75/80 Apprentice to Journeyworker Ratio:2:3***						

ELEVATOR CONSTRUCTOR ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$52.45	\$8.78	\$6.96	0.00	\$68.19
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Apprentice - ELEVATOR CONSTRUCTOR - Local 4

Effective Date - 01/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$26.23	\$8.78	0.00	\$0.00	\$35.01
2	55	\$28.85	\$8.78	6.96	\$0.00	\$44.59
3	65	\$34.09	\$8.78	6.96	\$0.00	\$49.83
4	70	\$36.72	\$8.78	6.96	\$0.00	\$52.46
5	80	\$41.96	\$8.78	6.96	\$0.00	\$57.70

Notes:
Steps 1-2 are 6 mos.; Steps 3-5 are 1 year

Apprentice to Journeyworker Ratio:1:1

ELEVATOR CONSTRUCTOR HELPER ELEVATOR CONSTRUCTORS LOCAL 4	01/01/2012	\$38.59	\$8.78	\$6.96	0.00	\$54.33
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This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FENCE & GUARD RAIL ERECTOR LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
FIELD ENG.INST.PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2012	\$37.90	\$10.00	\$12.40	0.00	\$60.30
	11/01/2012	\$38.51	\$10.00	\$12.40	0.00	\$60.91
	05/01/2013	\$39.12	\$10.00	\$12.40	0.00	\$61.52
	11/01/2013	\$39.88	\$10.00	\$12.40	0.00	\$62.28
	05/01/2014	\$40.65	\$10.00	\$12.40	0.00	\$63.05
FIELD ENG.PARTY CHIEF-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2012	\$39.29	\$10.00	\$12.40	0.00	\$61.69
	11/01/2012	\$39.91	\$10.00	\$12.40	0.00	\$62.31
	05/01/2013	\$40.53	\$10.00	\$12.40	0.00	\$62.93
	11/01/2013	\$41.30	\$10.00	\$12.40	0.00	\$63.70
	05/01/2014	\$42.07	\$10.00	\$12.40	0.00	\$64.47
FIELD ENG.ROD PERSON-BLDG,SITE,HVY/HWY OPERATING ENGINEERS LOCAL 4	05/01/2012	\$21.07	\$10.00	\$12.40	0.00	\$43.47
	11/01/2012	\$21.43	\$10.00	\$12.40	0.00	\$43.83
	05/01/2013	\$21.79	\$10.00	\$12.40	0.00	\$44.19
	11/01/2013	\$22.25	\$10.00	\$12.40	0.00	\$44.65
	05/01/2014	\$22.70	\$10.00	\$12.40	0.00	\$45.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FIRE ALARM INSTALLER <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
FIRE ALARM REPAIR / MAINTENANCE <i>/ COMMISSIONING ELECTRICIANS LOCAL 103</i>	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
FIREMAN (ASST. ENGINEER) <i>OPERATING ENGINEERS LOCAL 4</i>	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72
	06/01/2012	\$33.45	\$10.00	\$12.65	0.00	\$56.10
	12/01/2012	\$33.98	\$10.00	\$12.65	0.00	\$56.63
	06/01/2013	\$34.63	\$10.00	\$12.65	0.00	\$57.28
	12/01/2013	\$35.29	\$10.00	\$12.65	0.00	\$57.94

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
FLAGGER & SIGNALER LABORERS - ZONE 1	06/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2012	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2013	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2014	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2015	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	06/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
	12/01/2016	\$20.50	\$7.10	\$12.45	0.00	\$40.05
FLOORCOVERER FLOORCOVERERS LOCAL 2168 ZONE 1	03/01/2012	\$37.20	\$9.80	\$16.61	0.00	\$63.61

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - FLOORCOVERER - Local 2168 Zone I

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.60	\$9.80	1.79	\$0.00	\$30.19
2	55	\$20.46	\$9.80	1.79	\$0.00	\$32.05
3	60	\$22.32	\$9.80	11.24	\$0.00	\$43.36
4	65	\$24.18	\$9.80	11.24	\$0.00	\$45.22
5	70	\$26.04	\$9.80	13.03	\$0.00	\$48.87
6	75	\$27.90	\$9.80	13.03	\$0.00	\$50.73
7	80	\$29.76	\$9.80	14.82	\$0.00	\$54.38
8	85	\$31.62	\$9.80	14.82	\$0.00	\$56.24

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

FORK LIFT/CHERRY PICKER	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
GENERATOR/LIGHTING PLANT/HEATERS	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
GLAZIER (GLASS PLANK/AIR BARRIER/INTERIOR SYSTEMS)	07/01/2012	\$34.51	\$7.80	\$14.60	0.00	\$56.91
GLAZIERS LOCAL 35 (ZONE 2)	01/01/2013	\$35.51	\$7.80	\$14.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - GLAZIER - Local 35 Zone 2

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.25	\$0.00	\$30.03
3	60	\$20.71	\$7.80	3.54	\$0.00	\$32.05
4	65	\$22.43	\$7.80	3.84	\$0.00	\$34.07
5	70	\$24.16	\$7.80	12.83	\$0.00	\$44.79
6	75	\$25.88	\$7.80	13.13	\$0.00	\$46.81
7	80	\$27.61	\$7.80	13.42	\$0.00	\$48.83
8	90	\$31.06	\$7.80	14.01	\$0.00	\$52.87

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$7.80	0.00	\$0.00	\$25.56
2	55	\$19.53	\$7.80	3.25	\$0.00	\$30.58
3	60	\$21.31	\$7.80	3.54	\$0.00	\$32.65
4	65	\$23.08	\$7.80	3.84	\$0.00	\$34.72
5	70	\$24.86	\$7.80	12.83	\$0.00	\$45.49
6	75	\$26.63	\$7.80	13.13	\$0.00	\$47.56
7	80	\$28.41	\$7.80	13.42	\$0.00	\$49.63
8	90	\$31.96	\$7.80	14.01	\$0.00	\$53.77

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HOISTING ENGINEER/CRANES/GRADALLS	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27II

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - HOIST/PORT. ENG.- Local 4

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$21.91	\$10.00	0.00	\$0.00	\$31.91
2	60	\$23.90	\$10.00	12.65	\$0.00	\$46.55
3	65	\$25.90	\$10.00	12.65	\$0.00	\$48.55
4	70	\$27.89	\$10.00	12.65	\$0.00	\$50.54
5	75	\$29.88	\$10.00	12.65	\$0.00	\$52.53
6	80	\$31.87	\$10.00	12.65	\$0.00	\$54.52
7	85	\$33.86	\$10.00	12.65	\$0.00	\$56.51
8	90	\$35.86	\$10.00	12.65	\$0.00	\$58.51

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	55	\$22.25	\$10.00	0.00	\$0.00	\$32.25
2	60	\$24.28	\$10.00	12.65	\$0.00	\$46.93
3	65	\$26.30	\$10.00	12.65	\$0.00	\$48.95
4	70	\$28.32	\$10.00	12.65	\$0.00	\$50.97
5	75	\$30.35	\$10.00	12.65	\$0.00	\$53.00
6	80	\$32.37	\$10.00	12.65	\$0.00	\$55.02
7	85	\$34.39	\$10.00	12.65	\$0.00	\$57.04
8	90	\$36.41	\$10.00	12.65	\$0.00	\$59.06

Notes:

Apprentice to Journeyworker Ratio:1:6

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HVAC (DUCTWORK) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52
HVAC (ELECTRICAL CONTROLS) <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$42.37	\$13.00	\$13.87	0.00	\$69.24
	09/01/2012	\$43.05	\$13.00	\$13.89	0.00	\$69.94
	03/01/2013	\$43.77	\$13.00	\$13.91	0.00	\$70.68
	09/01/2013	\$44.45	\$13.00	\$13.93	0.00	\$71.38
	03/01/2014	\$45.17	\$13.00	\$13.95	0.00	\$72.12
	09/01/2014	\$45.84	\$13.00	\$13.97	0.00	\$72.81
	03/01/2015	\$46.55	\$13.00	\$14.00	0.00	\$73.55
	09/01/2015	\$47.51	\$13.00	\$14.03	0.00	\$74.54
	03/01/2016	\$48.47	\$13.00	\$14.05	0.00	\$75.52
HVAC (TESTING AND BALANCING - AIR) <i>SHEETMETAL WORKERS LOCAL 17 - A</i>	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52
HVAC (TESTING AND BALANCING -WATER) <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48
HVAC MECHANIC <i>PIPEFITTERS LOCAL 537</i>	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
HYDRAULIC DRILLS <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	12/01/2012	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	06/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	12/01/2013	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	06/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	12/01/2014	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	06/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	12/01/2015	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	06/01/2016	\$38.30	\$7.10	\$12.45	0.00	\$57.85
INSULATOR (PIPES & TANKS) <i>ASBESTOS WORKERS LOCAL 6 (BOSTON)</i>	12/01/2016	\$39.30	\$7.10	\$12.45	0.00	\$58.85
	09/01/2011	\$40.66	\$10.40	\$11.20	0.00	\$62.26
	09/01/2012	\$42.06	\$10.40	\$11.20	0.00	\$63.66
	09/01/2013	\$43.66	\$10.40	\$11.20	0.00	\$65.26
	09/01/2014	\$45.66	\$10.40	\$11.20	0.00	\$67.26

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ASBESTOS INSULATOR (Pipes & Tanks) - Local 6 Boston

Effective Date - 09/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$20.33	\$10.40	8.30	\$0.00	\$39.03
2	60	\$24.40	\$10.40	8.88	\$0.00	\$43.68
3	70	\$28.46	\$10.40	9.46	\$0.00	\$48.32
4	80	\$32.53	\$10.40	10.04	\$0.00	\$52.97

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$21.03	\$10.40	8.30	\$0.00	\$39.73
2	60	\$25.24	\$10.40	8.88	\$0.00	\$44.52
3	70	\$29.44	\$10.40	9.46	\$0.00	\$49.30
4	80	\$33.65	\$10.40	10.04	\$0.00	\$54.09

Notes:

Steps are 1 year

Apprentice to Journeyworker Ratio: 1:4

IRONWORKER/WELDER	04/02/2012	\$37.99	\$7.70	\$18.35	0.00	\$64.04
IRONWORKERS LOCAL 7	09/16/2012	\$38.99	\$7.70	\$18.35	0.00	\$65.04
	03/16/2013	\$40.24	\$7.70	\$18.35	0.00	\$66.29

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - IRONWORKER - Local 7 Boston

Effective Date - 04/02/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.79	\$7.70	18.35	\$0.00	\$48.84
2	70	\$26.59	\$7.70	18.35	\$0.00	\$52.64
3	75	\$28.49	\$7.70	18.35	\$0.00	\$54.54
4	80	\$30.39	\$7.70	18.35	\$0.00	\$56.44
5	85	\$32.29	\$7.70	18.35	\$0.00	\$58.34
6	90	\$34.19	\$7.70	18.35	\$0.00	\$60.24

Effective Date - 09/16/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$23.39	\$7.70	18.35	\$0.00	\$49.44
2	70	\$27.29	\$7.70	18.35	\$0.00	\$53.34
3	75	\$29.24	\$7.70	18.35	\$0.00	\$55.29
4	80	\$31.19	\$7.70	18.35	\$0.00	\$57.24
5	85	\$33.14	\$7.70	18.35	\$0.00	\$59.19
6	90	\$35.09	\$7.70	18.35	\$0.00	\$61.14

Notes:

** Structural 1:6; Ornamental 1:4

Apprentice to Journeyworker Ratio:**

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
JACKHAMMER & PAVING BREAKER OPERATOR LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
LABORER LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - LABORER - Zone 1

Effective Date - 06/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.08	\$7.10	12.45	\$0.00	\$38.63
2	70	\$22.26	\$7.10	12.45	\$0.00	\$41.81
3	80	\$25.44	\$7.10	12.45	\$0.00	\$44.99
4	90	\$28.62	\$7.10	12.45	\$0.00	\$48.17

Effective Date - 12/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.38	\$7.10	12.45	\$0.00	\$38.93
2	70	\$22.61	\$7.10	12.45	\$0.00	\$42.16
3	80	\$25.84	\$7.10	12.45	\$0.00	\$45.39
4	90	\$29.07	\$7.10	12.45	\$0.00	\$48.62

Notes:

Apprentice to Journeyworker Ratio:1:5

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: CARPENTER TENDER LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
LABORER: CEMENT FINISHER TENDER LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
LABORER: HAZARDOUS WASTE/ASBESTOS REMOVER LABORERS - ZONE 1	12/01/2011	\$31.80	\$7.10	\$12.45	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: MASON TENDER LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
LABORER: MULTI-TRADE TENDER LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
LABORER: TREE REMOVER <i>LABORERS - ZONE 1</i>	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
This classification applies to the wholesale removal of standing trees including all associated trimming of branches and limbs, and applies to the removal of branches at locations not on or around utility lines.						
LASER BEAM OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
MARBLE & TILE FINISHERS <i>BRICKLAYERS LOCAL 3 - MARBLE & TILE</i>	03/01/2012	\$35.52	\$10.18	\$16.04	0.00	\$61.74

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27II

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE & TILE FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.76	\$10.18	16.04	\$0.00	\$43.98
2	60	\$21.31	\$10.18	16.04	\$0.00	\$47.53
3	70	\$24.86	\$10.18	16.04	\$0.00	\$51.08
4	80	\$28.42	\$10.18	16.04	\$0.00	\$54.64
5	90	\$31.97	\$10.18	16.04	\$0.00	\$58.19

Notes:

Steps are 800 hrs.

Apprentice to Journeyworker Ratio:1:3

MARBLE MASONS, TILELAYERS & TERRAZZO MECH	03/01/2012	\$46.60	\$10.18	\$17.25	0.00	\$74.03
BRICKLAYERS LOCAL 3 - MARBLE & TILE						

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MARBLE-TILE-TERRAZZO MECHANIC - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$23.30	\$10.18	17.25	\$0.00	\$50.73
2	60	\$27.96	\$10.18	17.25	\$0.00	\$55.39
3	70	\$32.62	\$10.18	17.25	\$0.00	\$60.05
4	80	\$37.28	\$10.18	17.25	\$0.00	\$64.71
5	90	\$41.94	\$10.18	17.25	\$0.00	\$69.37

Notes:

Apprentice to Journeyworker Ratio:1:3

MECH. SWEEPER OPERATOR (ON CONST. SITES)	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MECHANICS MAINTENANCE	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
MILLWRIGHT (Zone 1)	04/01/2011	\$33.57	\$8.67	\$15.61	0.00	\$57.85
MILLWRIGHTS LOCAL 1121 - Zone 1						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - MILLWRIGHT - Local 1121 Zone 1

Effective Date - 04/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.79	\$8.67	11.64	\$0.00	\$37.10
2	55	\$18.46	\$8.67	11.64	\$0.00	\$38.77
3	60	\$20.14	\$8.67	13.23	\$0.00	\$42.04
4	65	\$21.82	\$8.67	13.23	\$0.00	\$43.72
5	70	\$23.50	\$8.67	14.02	\$0.00	\$46.19
6	75	\$25.18	\$8.67	14.02	\$0.00	\$47.87
7	80	\$26.86	\$8.67	14.82	\$0.00	\$50.35
8	85	\$28.53	\$8.67	14.82	\$0.00	\$52.02

Notes:

Apprentice to Journeyworker Ratio:1:5

MORTAR MIXER	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
OILER (OTHER THAN TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$21.31	\$10.00	\$12.65	0.00	\$43.96
	12/01/2012	\$21.65	\$10.00	\$12.65	0.00	\$44.30
	06/01/2013	\$22.07	\$10.00	\$12.65	0.00	\$44.72
	12/01/2013	\$22.49	\$10.00	\$12.65	0.00	\$45.14
OILER (TRUCK CRANES, GRADALLS) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$24.60	\$10.00	\$12.65	0.00	\$47.25
	12/01/2012	\$24.99	\$10.00	\$12.65	0.00	\$47.64
	06/01/2013	\$25.47	\$10.00	\$12.65	0.00	\$48.12
	12/01/2013	\$25.96	\$10.00	\$12.65	0.00	\$48.61
OTHER POWER DRIVEN EQUIPMENT - CLASS II <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
PAINTER (BRIDGES/TANKS) <i>PAINTERS LOCAL 35 - ZONE 2</i>	07/01/2012	\$44.51	\$7.80	\$15.10	0.00	\$67.41
	01/01/2013	\$45.01	\$7.80	\$15.60	0.00	\$68.41

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 - BRIDGES/TANKS

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.26	\$7.80	0.00	\$0.00	\$30.06
2	55	\$24.48	\$7.80	3.38	\$0.00	\$35.66
3	60	\$26.71	\$7.80	3.69	\$0.00	\$38.20
4	65	\$28.93	\$7.80	4.00	\$0.00	\$40.73
5	70	\$31.16	\$7.80	13.26	\$0.00	\$52.22
6	75	\$33.38	\$7.80	13.56	\$0.00	\$54.74
7	80	\$35.61	\$7.80	13.87	\$0.00	\$57.28
8	90	\$40.06	\$7.80	14.49	\$0.00	\$62.35

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.51	\$7.80	0.00	\$0.00	\$30.31
2	55	\$24.76	\$7.80	3.52	\$0.00	\$36.08
3	60	\$27.01	\$7.80	3.84	\$0.00	\$38.65
4	65	\$29.26	\$7.80	4.16	\$0.00	\$41.22
5	70	\$31.51	\$7.80	13.68	\$0.00	\$52.99
6	75	\$33.76	\$7.80	14.00	\$0.00	\$55.56
7	80	\$36.01	\$7.80	14.32	\$0.00	\$58.13
8	90	\$40.51	\$7.80	14.96	\$0.00	\$63.27

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, NEW) *	07/01/2012	\$35.41	\$7.80	\$15.10	0.00	\$58.31
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$35.91	\$7.80	\$15.60	0.00	\$59.31

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - New

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.71	\$7.80	0.00	\$0.00	\$25.51
2	55	\$19.48	\$7.80	3.38	\$0.00	\$30.66
3	60	\$21.25	\$7.80	3.69	\$0.00	\$32.74
4	65	\$23.02	\$7.80	4.00	\$0.00	\$34.82
5	70	\$24.79	\$7.80	13.26	\$0.00	\$45.85
6	75	\$26.56	\$7.80	13.56	\$0.00	\$47.92
7	80	\$28.33	\$7.80	13.87	\$0.00	\$50.00
8	90	\$31.87	\$7.80	14.49	\$0.00	\$54.16

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.96	\$7.80	0.00	\$0.00	\$25.76
2	55	\$19.75	\$7.80	3.52	\$0.00	\$31.07
3	60	\$21.55	\$7.80	3.84	\$0.00	\$33.19
4	65	\$23.34	\$7.80	4.16	\$0.00	\$35.30
5	70	\$25.14	\$7.80	13.68	\$0.00	\$46.62
6	75	\$26.93	\$7.80	14.00	\$0.00	\$48.73
7	80	\$28.73	\$7.80	14.32	\$0.00	\$50.85
8	90	\$32.32	\$7.80	14.96	\$0.00	\$55.08

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (SPRAY OR SANDBLAST, REPAINT)	07/01/2012	\$33.47	\$7.80	\$15.10	0.00	\$56.37
PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$33.97	\$7.80	\$15.60	0.00	\$57.37

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - Spray/Sandblast - Repaint

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.74	\$7.80	0.00	\$0.00	\$24.54
2	55	\$18.41	\$7.80	3.38	\$0.00	\$29.59
3	60	\$20.08	\$7.80	3.69	\$0.00	\$31.57
4	65	\$21.76	\$7.80	4.00	\$0.00	\$33.56
5	70	\$23.43	\$7.80	13.26	\$0.00	\$44.49
6	75	\$25.10	\$7.80	13.56	\$0.00	\$46.46
7	80	\$26.78	\$7.80	13.87	\$0.00	\$48.45
8	90	\$30.12	\$7.80	14.49	\$0.00	\$52.41

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.99	\$7.80	0.00	\$0.00	\$24.79
2	55	\$18.68	\$7.80	3.52	\$0.00	\$30.00
3	60	\$20.38	\$7.80	3.84	\$0.00	\$32.02
4	65	\$22.08	\$7.80	4.16	\$0.00	\$34.04
5	70	\$23.78	\$7.80	13.68	\$0.00	\$45.26
6	75	\$25.48	\$7.80	14.00	\$0.00	\$47.28
7	80	\$27.18	\$7.80	14.32	\$0.00	\$49.30
8	90	\$30.57	\$7.80	14.96	\$0.00	\$53.33

Notes:

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEVAL L. PATRICK
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TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER (TRAFFIC MARKINGS) LABORERS - ZONE 1	06/01/2012	\$31.80	\$7.10	\$12.45	0.00	\$51.35
	12/01/2012	\$32.30	\$7.10	\$12.45	0.00	\$51.85
	06/01/2013	\$33.05	\$7.10	\$12.45	0.00	\$52.60
	12/01/2013	\$33.80	\$7.10	\$12.45	0.00	\$53.35
	06/01/2014	\$34.55	\$7.10	\$12.45	0.00	\$54.10
	12/01/2014	\$35.30	\$7.10	\$12.45	0.00	\$54.85
	06/01/2015	\$36.05	\$7.10	\$12.45	0.00	\$55.60
	12/01/2015	\$36.80	\$7.10	\$12.45	0.00	\$56.35
	06/01/2016	\$37.55	\$7.10	\$12.45	0.00	\$57.10
	12/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
PAINTER / TAPER (BRUSH, NEW) *	07/01/2012	\$34.01	\$7.80	\$15.10	0.00	\$56.91
* If 30% or more of surfaces to be painted are new construction, NEW paint rate shall be used. PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$34.51	\$7.80	\$15.60	0.00	\$57.91

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER - Local 35 Zone 2 - BRUSH NEW

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.01	\$7.80	0.00	\$0.00	\$24.81
2	55	\$18.71	\$7.80	3.38	\$0.00	\$29.89
3	60	\$20.41	\$7.80	3.69	\$0.00	\$31.90
4	65	\$22.11	\$7.80	4.00	\$0.00	\$33.91
5	70	\$23.81	\$7.80	13.26	\$0.00	\$44.87
6	75	\$25.51	\$7.80	13.56	\$0.00	\$46.87
7	80	\$27.21	\$7.80	13.87	\$0.00	\$48.88
8	90	\$30.61	\$7.80	14.49	\$0.00	\$52.90

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.26	\$7.80	0.00	\$0.00	\$25.06
2	55	\$18.98	\$7.80	3.52	\$0.00	\$30.30
3	60	\$20.71	\$7.80	3.84	\$0.00	\$32.35
4	65	\$22.43	\$7.80	4.16	\$0.00	\$34.39
5	70	\$24.16	\$7.80	13.68	\$0.00	\$45.64
6	75	\$25.88	\$7.80	14.00	\$0.00	\$47.68
7	80	\$27.61	\$7.80	14.32	\$0.00	\$49.73
8	90	\$31.06	\$7.80	14.96	\$0.00	\$53.82

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PAINTER / TAPER (BRUSH, REPAINT)	07/01/2012	\$32.07	\$7.80	\$15.10	0.00	\$54.97
PAINTERS LOCAL 35 - ZONE 2	01/01/2013	\$32.57	\$7.80	\$15.60	0.00	\$55.97

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PAINTER Local 35 Zone 2 - BRUSH REPAINT

Effective Date - 07/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.04	\$7.80	0.00	\$0.00	\$23.84
2	55	\$17.64	\$7.80	3.38	\$0.00	\$28.82
3	60	\$19.24	\$7.80	3.69	\$0.00	\$30.73
4	65	\$20.85	\$7.80	4.00	\$0.00	\$32.65
5	70	\$22.45	\$7.80	13.26	\$0.00	\$43.51
6	75	\$24.05	\$7.80	13.56	\$0.00	\$45.41
7	80	\$25.66	\$7.80	13.87	\$0.00	\$47.33
8	90	\$28.86	\$7.80	14.49	\$0.00	\$51.15

Effective Date - 01/01/2013

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$16.29	\$7.80	0.00	\$0.00	\$24.09
2	55	\$17.91	\$7.80	3.52	\$0.00	\$29.23
3	60	\$19.54	\$7.80	3.84	\$0.00	\$31.18
4	65	\$21.17	\$7.80	4.16	\$0.00	\$33.13
5	70	\$22.80	\$7.80	13.68	\$0.00	\$44.28
6	75	\$24.43	\$7.80	14.00	\$0.00	\$46.23
7	80	\$26.06	\$7.80	14.32	\$0.00	\$48.18
8	90	\$29.31	\$7.80	14.96	\$0.00	\$52.07

Notes:

Steps are 750 hrs.

Apprentice to Journeyworker Ratio:1:1

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PANEL & PICKUP TRUCKS DRIVER TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.08	\$8.56	\$7.27	0.00	\$46.91
	08/01/2012	\$31.08	\$8.91	\$7.27	0.00	\$47.26
	12/01/2012	\$31.38	\$8.91	\$8.00	0.00	\$48.29
PIER AND DOCK CONSTRUCTOR (UNDERPINNING AND DECK) PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22
PILE DRIVER PILE DRIVER LOCAL 56 (ZONE 1)	08/01/2011	\$38.30	\$9.80	\$17.12	0.00	\$65.22

Apprentice - PILE DRIVER - Local 56 Zone 1

Effective Date - 08/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$22.98	\$8.08	17.12	\$0.00	\$48.18
2	65	\$24.90	\$8.08	17.12	\$0.00	\$50.10
3	70	\$26.81	\$8.08	17.12	\$0.00	\$52.01
4	75	\$28.73	\$8.08	17.12	\$0.00	\$53.93
5	80	\$30.64	\$8.08	17.12	\$0.00	\$55.84
6	85	\$32.56	\$8.08	17.12	\$0.00	\$57.76
7	90	\$34.47	\$8.08	17.12	\$0.00	\$59.67
8	95	\$36.39	\$8.08	17.12	\$0.00	\$61.59

Notes:

Apprentice to Journeyworker Ratio:1:3

PIPEFITTER & STEAMFITTER PIPEFITTERS LOCAL 537	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PIPEFITTER - Local 537

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$18.74	\$8.75	6.50	\$0.00	\$33.99
2	45	\$21.08	\$8.75	14.39	\$0.00	\$44.22
3	60	\$28.10	\$8.75	14.39	\$0.00	\$51.24
4	70	\$32.79	\$8.75	14.39	\$0.00	\$55.93
5	80	\$37.47	\$8.75	14.39	\$0.00	\$60.61

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$19.24	\$8.75	6.50	\$0.00	\$34.49
2	45	\$21.64	\$8.75	14.39	\$0.00	\$44.78
3	60	\$28.85	\$8.75	14.39	\$0.00	\$51.99
4	70	\$33.66	\$8.75	14.39	\$0.00	\$56.80
5	80	\$38.47	\$8.75	14.39	\$0.00	\$61.61

Notes:

** 1;3; 3;15; 1;10 thereafter / Steps are 1 yr.
Refrig/AC Mechanic **1;1;1;2;2;4;3;6;4;8;3;10;6;12;7;14;8;17;9;20;10;23(Max)

Apprentice to Journeyworker Ratio:**

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PIPELAYER LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
PLUMBERS & GASFITTERS PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - PLUMBER - Local 12

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.38	\$9.32	4.97	\$0.00	\$30.67
2	40	\$18.72	\$9.32	5.61	\$0.00	\$33.65
3	55	\$25.75	\$9.32	7.53	\$0.00	\$42.60
4	65	\$30.43	\$9.32	8.81	\$0.00	\$48.56
5	75	\$35.11	\$9.32	10.09	\$0.00	\$54.52

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$16.82	\$9.32	4.97	\$0.00	\$31.11
2	40	\$19.22	\$9.32	5.61	\$0.00	\$34.15
3	55	\$26.43	\$9.32	7.53	\$0.00	\$43.28
4	65	\$31.24	\$9.32	8.81	\$0.00	\$49.37
5	75	\$36.05	\$9.32	10.09	\$0.00	\$55.46

Notes:

** 1:2; 2:6; 3:10; 4:14; 5:19/Steps are 1 yr
Step4 with lie\$51.54 Step5 with lie\$57.49

Apprentice to Journeyworker Ratio:**

PNEUMATIC CONTROLS (TEMP.)	03/01/2012	\$46.84	\$8.75	\$14.39	0.00	\$69.98
PIPEFITTERS LOCAL 537	09/01/2012	\$48.09	\$8.75	\$14.39	0.00	\$71.23
	03/01/2013	\$49.34	\$8.75	\$14.39	0.00	\$72.48

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PNEUMATIC DRILL/TOOL OPERATOR <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
POWDERMAN & BLASTER <i>LABORERS - ZONE 1</i>	06/01/2012	\$32.80	\$7.10	\$12.45	0.00	\$52.35
	12/01/2012	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	06/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	12/01/2013	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	06/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	12/01/2014	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	06/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	12/01/2015	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	06/01/2016	\$38.55	\$7.10	\$12.45	0.00	\$58.10
	12/01/2016	\$39.55	\$7.10	\$12.45	0.00	\$59.10
POWER SHOVEL/DERRICK/TRENCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
PUMP OPERATOR (CONCRETE) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 **City/Town:** NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
PUMP OPERATOR (DEWATERING, OTHER) <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$28.09	\$10.00	\$12.65	0.00	\$50.74
	12/01/2012	\$28.54	\$10.00	\$12.65	0.00	\$51.19
	06/01/2013	\$29.09	\$10.00	\$12.65	0.00	\$51.74
	12/01/2013	\$29.64	\$10.00	\$12.65	0.00	\$52.29
READY-MIX CONCRETE DRIVER <i>TEAMSTERS LOCAL 256</i>	05/01/2011	\$28.03	\$7.75	\$5.91	0.00	\$41.69
RECLAIMERS <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
RESIDENTIAL WOOD FRAME (All Other Work) <i>CARPENTERS -ZONE 2 (Residential Wood)</i>	04/01/2011	\$24.24	\$8.67	\$15.51	0.00	\$48.42
RESIDENTIAL WOOD FRAME CARPENTER **	05/01/2011	\$24.24	\$6.34	\$6.23	0.00	\$36.81

** The Residential Wood Frame Carpenter classification applies only to the construction of new, wood frame residences that do not exceed four stories including the basement. *CARPENTERS -ZONE 2 (Residential Wood)*

As of 9/1/09 Carpentry work on wood-frame residential WEATHERIZATION projects shall be paid the RESIDENTIAL WOOD FRAME CARPENTER rate.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - CARPENTER (Residential Wood Frame) - Zone 2

Effective Date - 05/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$14.54	\$6.34	0.00	\$0.00	\$20.88
2	60	\$14.54	\$6.34	6.23	\$0.00	\$27.11
3	65	\$15.76	\$6.34	6.23	\$0.00	\$28.33
4	70	\$16.97	\$6.34	6.23	\$0.00	\$29.54
5	75	\$18.18	\$6.34	6.23	\$0.00	\$30.75
6	80	\$19.39	\$6.34	6.23	\$0.00	\$31.96
7	85	\$20.60	\$6.34	6.23	\$0.00	\$33.17
8	90	\$21.82	\$6.34	6.23	\$0.00	\$34.39

Notes:

Apprentice to Journeyworker Ratio:1:5

RIDE-ON MOTORIZED BUGGY OPERATOR	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
LABORERS - ZONE 1	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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TIMOTHY P. MURRAY
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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 **City/Town:** NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
ROLLER/SPREADER/MULCHING MACHINE <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
ROOFER (Inc. Roofer Waterproofing & Roofer Damproofg) <i>ROOFERS LOCAL 33</i>	02/01/2012	\$35.56	\$10.50	\$10.70	0.00	\$56.76
	08/01/2012	\$36.56	\$10.50	\$10.70	0.00	\$57.76
	02/01/2013	\$37.56	\$10.50	\$10.70	0.00	\$58.76

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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.78	\$10.50	3.38	\$0.00	\$31.66
2	60	\$21.34	\$10.50	10.70	\$0.00	\$42.54
3	65	\$23.11	\$10.50	10.70	\$0.00	\$44.31
4	75	\$26.67	\$10.50	10.70	\$0.00	\$47.87
5	85	\$30.23	\$10.50	10.70	\$0.00	\$51.43

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.28	\$10.50	3.38	\$0.00	\$32.16
2	60	\$21.94	\$10.50	10.70	\$0.00	\$43.14
3	65	\$23.76	\$10.50	10.70	\$0.00	\$44.96
4	75	\$27.42	\$10.50	10.70	\$0.00	\$48.62
5	85	\$31.08	\$10.50	10.70	\$0.00	\$52.28

Notes: ** 1:5, 2:6-10, the 1:10; Reroofing: 1:4, then 1:1
Step 1 is 2000 hrs.; Steps 2-5 are 1000 hrs.

Apprentice to Journeyworker Ratio:**

ROOFER SLATE / TILE / PRECAST CONCRETE	02/01/2012	\$35.81	\$10.50	\$10.70	0.00	\$57.01
ROOFERS LOCAL 33	08/01/2012	\$36.81	\$10.50	\$10.70	0.00	\$58.01
	02/01/2013	\$37.81	\$10.50	\$10.70	0.00	\$59.01

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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - ROOFER (Slate/Tile/Precast Concrete) - Local 33

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$17.91	\$10.50	3.38	\$0.00	\$31.79
2	60	\$21.49	\$10.50	10.70	\$0.00	\$42.69
3	65	\$23.28	\$10.50	10.70	\$0.00	\$44.48
4	75	\$26.86	\$10.50	10.70	\$0.00	\$48.06
5	85	\$30.44	\$10.50	10.70	\$0.00	\$51.64

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$18.41	\$10.50	3.38	\$0.00	\$32.29
2	60	\$22.09	\$10.50	10.70	\$0.00	\$43.29
3	65	\$23.93	\$10.50	10.70	\$0.00	\$45.13
4	75	\$27.61	\$10.50	10.70	\$0.00	\$48.81
5	85	\$31.29	\$10.50	10.70	\$0.00	\$52.49

Notes:

Apprentice to Journeyworker Ratio:**

SHEETMETAL WORKER	02/01/2012	\$40.79	\$9.82	\$17.34	2.04	\$69.99
SHEETMETAL WORKERS LOCAL 17 - A	08/01/2012	\$41.10	\$9.82	\$18.24	2.08	\$71.24
	02/01/2013	\$42.35	\$9.82	\$18.24	2.11	\$72.52

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SHEET METAL WORKER - Local 17-A

Effective Date - 02/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
2	40	\$16.32	\$9.82	3.74	\$0.00	\$29.88
3	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
4	45	\$18.36	\$9.82	7.45	\$1.07	\$36.70
5	50	\$20.40	\$9.82	8.17	\$1.15	\$39.54
6	50	\$20.40	\$9.82	8.42	\$1.16	\$39.80
7	60	\$24.47	\$9.82	9.60	\$1.32	\$45.21
8	65	\$26.51	\$9.82	10.32	\$1.40	\$48.05
9	75	\$30.59	\$9.82	11.76	\$1.57	\$53.74
10	85	\$34.67	\$9.82	12.69	\$1.72	\$58.90

Effective Date - 08/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$16.44	\$9.82	4.00	\$0.00	\$30.26
2	40	\$16.44	\$9.82	4.00	\$0.00	\$30.26
3	45	\$18.50	\$9.82	8.00	\$1.09	\$37.41
4	45	\$18.50	\$9.82	8.00	\$1.09	\$37.41
5	50	\$20.55	\$9.82	8.75	\$1.17	\$40.29
6	50	\$20.55	\$9.82	9.00	\$1.18	\$40.55
7	60	\$24.66	\$9.82	10.24	\$1.34	\$46.06
8	65	\$26.72	\$9.82	10.99	\$1.43	\$48.96
9	75	\$30.83	\$9.82	12.49	\$1.59	\$54.73
10	85	\$34.94	\$9.82	13.49	\$1.75	\$60.00

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes: Steps are 6 mos. Apprentice to Journeyworker Ratio:1:4						

SIGN ERECTOR PAINTERS LOCAL 35 - ZONE 2	06/01/2009	\$24.81	\$7.07	\$5.90	0.00	\$37.78
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Apprentice - SIGN ERECTOR - Local 35 Zone 2

Effective Date - 06/01/2009

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$12.41	\$7.07	0.00	\$0.00	\$19.48
2	55	\$13.65	\$7.07	2.40	\$0.00	\$23.12
3	60	\$14.89	\$7.07	2.40	\$0.00	\$24.36
4	65	\$16.13	\$7.07	2.40	\$0.00	\$25.60
5	70	\$17.37	\$7.07	5.90	\$0.00	\$30.34
6	75	\$18.61	\$7.07	5.90	\$0.00	\$31.58
7	80	\$19.85	\$7.07	5.90	\$0.00	\$32.82
8	85	\$21.09	\$7.07	5.90	\$0.00	\$34.06
9	90	\$22.33	\$7.07	5.90	\$0.00	\$35.30

Notes: Steps are 4 mos. Apprentice to Journeyworker Ratio:1:1						
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SPECIALIZED EARTH MOVING EQUIP < 35 TONS TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L., ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary

HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
SPECIALIZED EARTH MOVING EQUIP > 35 TONS <i>TEAMSTERS JOINT COUNCIL NO. 10 ZONE A</i>	06/01/2012	\$31.83	\$8.56	\$7.27	0.00	\$47.66
	08/01/2012	\$31.83	\$8.91	\$7.27	0.00	\$48.01
	12/01/2012	\$32.13	\$8.91	\$8.00	0.00	\$49.04
SPRINKLER FITTER <i>SPRINKLER FITTERS LOCAL 550</i>	03/01/2012	\$51.58	\$8.42	\$11.60	0.00	\$71.60
	09/01/2012	\$52.58	\$8.42	\$11.60	0.00	\$72.60
	03/01/2013	\$53.58	\$8.42	\$11.60	0.00	\$73.60

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
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DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - SPRINKLER FITTER - Local 550

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.05	\$8.42	7.85	\$0.00	\$34.32
2	40	\$20.63	\$8.42	7.85	\$0.00	\$36.90
3	45	\$23.21	\$8.42	7.85	\$0.00	\$39.48
4	50	\$25.79	\$8.42	7.85	\$0.00	\$42.06
5	55	\$28.37	\$8.42	7.85	\$0.00	\$44.64
6	60	\$30.95	\$8.42	7.85	\$0.00	\$47.22
7	65	\$33.53	\$8.42	7.85	\$0.00	\$49.80
8	70	\$36.11	\$8.42	7.85	\$0.00	\$52.38
9	75	\$38.69	\$8.42	7.85	\$0.00	\$54.96
10	80	\$41.26	\$8.42	7.85	\$0.00	\$57.53

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	35	\$18.40	\$8.42	7.85	\$0.00	\$34.67
2	40	\$21.03	\$8.42	7.85	\$0.00	\$37.30
3	45	\$23.66	\$8.42	7.85	\$0.00	\$39.93
4	50	\$26.29	\$8.42	7.85	\$0.00	\$42.56
5	55	\$28.92	\$8.42	7.85	\$0.00	\$45.19
6	60	\$31.55	\$8.42	7.85	\$0.00	\$47.82
7	65	\$34.18	\$8.42	7.85	\$0.00	\$50.45
8	70	\$36.81	\$8.42	7.85	\$0.00	\$53.08
9	75	\$39.44	\$8.42	7.85	\$0.00	\$55.71
10	80	\$42.06	\$8.42	7.85	\$0.00	\$58.33

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
<div>Notes:</div> <div>Steps are 850 hours</div> <div>Apprentice to Journeyworker Ratio:1:1</div>						
STEAM BOILER OPERATOR <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TAMPERS, SELF-PROPELLED OR TRACTOR DRAWN <i>OPERATING ENGINEERS LOCAL 4</i>	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TELECOMMUNICATION TECHNICIAN <i>ELECTRICIANS LOCAL 103</i>	03/01/2012	\$31.78	\$13.00	\$12.23	0.00	\$57.01
	09/01/2012	\$32.29	\$13.00	\$12.25	0.00	\$57.54
	03/01/2013	\$32.83	\$13.00	\$12.26	0.00	\$58.09
	09/01/2013	\$33.34	\$13.00	\$12.28	0.00	\$58.62
	03/01/2014	\$33.88	\$13.00	\$12.30	0.00	\$59.18
	09/01/2014	\$34.38	\$13.00	\$12.31	0.00	\$59.69
	03/01/2015	\$34.91	\$13.00	\$12.33	0.00	\$60.24
	09/01/2015	\$35.63	\$13.00	\$12.35	0.00	\$60.98
	03/01/2016	\$36.35	\$13.00	\$12.37	0.00	\$61.72

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TELECOMMUNICATION TECHNICIAN - Local 103

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
2	40	\$12.71	\$13.00	9.27	\$0.00	\$34.98
3	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
4	45	\$14.30	\$13.00	9.51	\$0.00	\$36.81
5	50	\$15.89	\$13.00	9.76	\$0.00	\$38.65
6	55	\$17.48	\$13.00	10.01	\$0.00	\$40.49
7	60	\$19.07	\$13.00	10.26	\$0.00	\$42.33
8	65	\$20.66	\$13.00	10.50	\$0.00	\$44.16
9	70	\$22.25	\$13.00	10.75	\$0.00	\$46.00
10	75	\$23.84	\$13.00	11.00	\$0.00	\$47.84

Effective Date - 09/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
2	40	\$12.92	\$13.00	9.28	\$0.00	\$35.20
3	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
4	45	\$14.53	\$13.00	9.53	\$0.00	\$37.06
5	50	\$16.15	\$13.00	9.77	\$0.00	\$38.92
6	55	\$17.76	\$13.00	10.02	\$0.00	\$40.78
7	60	\$19.37	\$13.00	10.27	\$0.00	\$42.64
8	65	\$20.99	\$13.00	10.52	\$0.00	\$44.51
9	70	\$22.60	\$13.00	10.77	\$0.00	\$46.37
10	75	\$24.22	\$13.00	11.02	\$0.00	\$48.24

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
Notes:						
Apprentice to Journeyworker Ratio:1:1						

TERRAZZO FINISHERS	03/01/2012	\$45.50	\$10.18	\$17.25	0.00	\$72.93
BRICKLAYERS LOCAL 3 - MARBLE & TILE						

Apprentice - TERRAZZO FINISHER - Local 3 Marble & Tile

Effective Date - 03/01/2012

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	50	\$22.75	\$10.18	17.25	\$0.00	\$50.18
2	60	\$27.30	\$10.18	17.25	\$0.00	\$54.73
3	70	\$31.85	\$10.18	17.25	\$0.00	\$59.28
4	80	\$36.40	\$10.18	17.25	\$0.00	\$63.83
5	90	\$40.95	\$10.18	17.25	\$0.00	\$68.38

Notes:						
Steps are 800 hrs.						
Apprentice to Journeyworker Ratio:1:3						

TEST BORING DRILLER	12/01/2011	\$33.05	\$7.10	\$12.60	0.00	\$52.75
LABORERS - FOUNDATION AND MARINE						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING DRILLER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$19.83	\$7.10	12.60	\$0.00	\$39.53
2	70	\$23.14	\$7.10	12.60	\$0.00	\$42.84
3	80	\$26.44	\$7.10	12.60	\$0.00	\$46.14
4	90	\$29.75	\$7.10	12.60	\$0.00	\$49.45

Notes:

Apprentice to Journeyworker Ratio:1:3

TEST BORING DRILLER HELPER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.77	\$7.10	\$12.60	0.00	\$51.47
TEST BORING LABORER LABORERS - FOUNDATION AND MARINE	12/01/2011	\$31.65	\$7.10	\$12.60	0.00	\$51.35

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification Effective Date Base Wage Health Pension Supplemental Unemployment Total Rate

Apprentice - TEST BORING LABORER (Laborers Foundation & Marine)

Effective Date - 12/01/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$18.99	\$7.10	12.60	\$0.00	\$38.69
2	70	\$22.16	\$7.10	12.60	\$0.00	\$41.86
3	80	\$25.32	\$7.10	12.60	\$0.00	\$45.02
4	90	\$28.49	\$7.10	12.60	\$0.00	\$48.19

Notes:

Apprentice to Journeyworker Ratio:1:3

TRACTORS/PORTABLE STEAM GENERATORS	06/01/2012	\$39.47	\$10.00	\$12.65	0.00	\$62.12
OPERATING ENGINEERS LOCAL 4	12/01/2012	\$40.09	\$10.00	\$12.65	0.00	\$62.74
	06/01/2013	\$40.86	\$10.00	\$12.65	0.00	\$63.51
	12/01/2013	\$41.64	\$10.00	\$12.65	0.00	\$64.29
TRAILERS FOR EARTH MOVING EQUIPMENT	06/01/2012	\$32.12	\$8.56	\$7.27	0.00	\$47.95
TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	08/01/2012	\$32.12	\$8.91	\$7.27	0.00	\$48.30
	12/01/2012	\$32.42	\$9.07	\$8.00	0.00	\$49.49
TUNNEL WORK - COMPRESSED AIR	12/01/2011	\$44.08	\$7.10	\$13.00	0.00	\$64.18
LABORERS (COMPRESSED AIR)						
TUNNEL WORK - COMPRESSED AIR (HAZ. WASTE)	12/01/2011	\$46.08	\$7.10	\$13.00	0.00	\$66.18
LABORERS (COMPRESSED AIR)						
TUNNEL WORK - FREE AIR	12/01/2011	\$36.15	\$7.10	\$13.00	0.00	\$56.25
LABORERS (FREE AIR TUNNEL)						
TUNNEL WORK - FREE AIR (HAZ. WASTE)	12/01/2011	\$38.15	\$7.10	\$13.00	0.00	\$58.25
LABORERS (FREE AIR TUNNEL)						

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 07/25/2012

Wage Request Number: 20120725-026

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DEVAL L. PATRICK
Governor
TIMOTHY P. MURRAY
Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
VAC-HAUL TEAMSTERS JOINT COUNCIL NO. 10 ZONE A	06/01/2012	\$31.54	\$8.56	\$7.27	0.00	\$47.37
	08/01/2012	\$31.54	\$8.91	\$7.27	0.00	\$47.72
	12/01/2012	\$31.84	\$8.91	\$8.00	0.00	\$48.75
WAGON DRILL OPERATOR LABORERS - ZONE 1	06/01/2012	\$32.05	\$7.10	\$12.45	0.00	\$51.60
	12/01/2012	\$32.55	\$7.10	\$12.45	0.00	\$52.10
	06/01/2013	\$33.30	\$7.10	\$12.45	0.00	\$52.85
	12/01/2013	\$34.05	\$7.10	\$12.45	0.00	\$53.60
	06/01/2014	\$34.80	\$7.10	\$12.45	0.00	\$54.35
	12/01/2014	\$35.55	\$7.10	\$12.45	0.00	\$55.10
	06/01/2015	\$36.30	\$7.10	\$12.45	0.00	\$55.85
	12/01/2015	\$37.05	\$7.10	\$12.45	0.00	\$56.60
	06/01/2016	\$37.80	\$7.10	\$12.45	0.00	\$57.35
	12/01/2016	\$38.80	\$7.10	\$12.45	0.00	\$58.35
WASTE WATER PUMP OPERATOR OPERATING ENGINEERS LOCAL 4	06/01/2012	\$39.84	\$10.00	\$12.65	0.00	\$62.49
	12/01/2012	\$40.46	\$10.00	\$12.65	0.00	\$63.11
	06/01/2013	\$41.24	\$10.00	\$12.65	0.00	\$63.89
	12/01/2013	\$42.02	\$10.00	\$12.65	0.00	\$64.67
WATER METER INSTALLER PLUMBERS & GASFITTERS LOCAL 12	03/01/2012	\$46.81	\$9.32	\$13.29	0.00	\$69.42
	09/01/2012	\$48.06	\$9.32	\$13.29	0.00	\$70.67
	03/01/2013	\$49.31	\$9.32	\$13.29	0.00	\$71.92
Outside Electrical - East						
CABLE TECHNICIAN (Power Zone) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/29/2011	\$27.11	\$6.70	\$1.50	0.00	\$35.31
CABLEMAN (Underground Ducts & Cables) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/29/2011	\$38.41	\$6.70	\$1.00	0.00	\$46.11
DRIVER / GROUNDMAN CDL OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/29/2011	\$31.63	\$6.70	\$2.50	0.00	\$40.83
DRIVER / GROUNDMAN -Inexperienced (<2000 Hrs) OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104	08/29/2011	\$24.85	\$6.70	\$1.50	0.00	\$33.05

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

Issue Date: 07/25/2012

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DEVAL L. PATRICK
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Lt. Governor

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 City/Town: NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
EQUIPMENT OPERATOR (Class A CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$38.41	\$6.70	\$5.00	0.00	\$50.11
EQUIPMENT OPERATOR (Class B CDL) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$33.89	\$6.70	\$2.75	0.00	\$43.34
GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$24.85	\$6.70	\$1.00	0.00	\$32.55
GROUNDMAN -Inexperienced (<2000 Hrs.) <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$20.34	\$6.70	\$0.75	0.00	\$27.79
JOURNEYMAN LINEMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	08/29/2011	\$45.19	\$6.70	\$7.86	0.00	\$59.75

Apprentice - LINEMAN (Outside Electrical) - East Local 104

Effective Date - 08/29/2011

Step	percent	Apprentice Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
1	60	\$27.11	\$6.70	2.11	\$0.00	\$35.92
2	65	\$29.37	\$6.70	2.36	\$0.00	\$38.43
3	70	\$31.63	\$6.70	2.86	\$0.00	\$41.19
4	75	\$33.89	\$6.70	3.36	\$0.00	\$43.95
5	80	\$36.15	\$6.70	3.86	\$0.00	\$46.71
6	85	\$38.41	\$6.70	4.36	\$0.00	\$49.47
7	90	\$40.67	\$6.70	5.36	\$0.00	\$52.73

Notes:

Apprentice to Journeyworker Ratio:1:2

TELEDATA CABLE SPLICER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$26.33	\$4.18	\$2.79	0.00	\$33.30
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EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF LABOR STANDARDS

Prevailing Wage Rates

As determined by the Director under the provisions of the
Massachusetts General Laws, Chapter 149, Sections 26 to 27H

JOANNE F. GOLDSTEIN
Secretary
HEATHER E. ROWE
Director

Awarding Authority: City of Newton
Contract Number: #13-14 **City/Town:** NEWTON
Description of Work: Supply and Install Sewerage Grinder at Quinobequin Road Pump Station

Job Location: Quinobequin Road

Classification	Effective Date	Base Wage	Health	Pension	Supplemental Unemployment	Total Rate
TELEDATA LINEMAN/EQUIPMENT OPERATOR <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	0.00	\$31.70
TELEDATA WIREMAN/INSTALLER/TECHNICIAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	07/16/2012	\$24.78	\$4.18	\$2.74	0.00	\$31.70
TREE TRIMMER <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$16.59	\$2.42	\$0.00	0.00	\$19.01
This classification applies only to the trimming of branches on and around utility lines.						
TREE TRIMMER GROUNDMAN <i>OUTSIDE ELECTRICAL WORKERS - EAST LOCAL 104</i>	02/01/2009	\$14.64	\$2.42	\$0.00	0.00	\$17.06
This classification applies only to the trimming of branches on and around utility lines.						

Additional Apprentices Information:

Minimum wage rates for apprentices employed on public works projects are listed above as a percentage of the pre-determined hourly wage rate established by the Commissioner under the provisions of the M.G.L. c. 149, ss. 26-27D. Apprentices ratios are established by the Division of Apprenticeship Training pursuant to M.G.L. c. 23, ss. 11E-11L.

All apprentices must be registered with the Division of Apprenticeship Training in accordance with M.G.L. c. 23, ss. 11E-11L.

All steps are six months (1000 hours) unless otherwise specified.

- * Ratios are expressed in allowable number of apprentices to journeymen or fraction thereof.
- ** Multiple ratios are listed in the comment field.
- *** APP to JM; 1:1, 2:2, 2:3, 3:4, 4:4, 4:5, 4:6, 5:7, 6:7, 6:8, 6:9, 7:10, 8:10, 8:11, 8:12, 9:13, 10:13, 10:14, etc.
- **** APP to JM; 1:1, 1:2, 2:3, 2:4, 3:5, 4:6, 4:7, 5:8, 6:9, 6:10, 7:11, 8:12, 8:13, 9:14, 10:15, 10:16, etc.

This wage schedule must be posted by the contractor at the work site in accordance with M.G.L. ch. 149, sec. 27. Failure of the employer to pay "prevailing wage rates," which are the "total rates" listed above, on public works projects is a violation of M.G.L. ch. 149, sec. 27. Contractors with questions about the wage rates or classifications included on the wage schedule have an affirmative obligation to inquire with DLS at www.mass.gov/dols or at 617-626-6952. Employees not receiving such rates should report the violation to the Fair Labor Division of the Office of the Attorney General, 100 Cambridge Street, Boston, MA 02108; Tel:

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The Massachusetts Prevailing Wage Law

M.G.L. ch. 149, §§ 26 – 27

NOTICE TO AWARDING AUTHORITIES

- The enclosed wage schedule applies only to the specific project listed at the top and will remain in effect for the duration of the project.
- You should request an updated wage schedule from the Division of Occupational Safety if you have not opened bids or selected a contractor within 90 days of the date of issuance of the enclosed wage schedule.
- The wage schedule shall be incorporated in any advertisement or call for bids for the project for which it has been issued.
- Once a contractor has been selected by the awarding authority, the wage schedule shall be made a part of the contract for that project.

NOTICE TO CONTRACTORS

- The enclosed wage schedule must be posted in a conspicuous place at the work site during the life of the project.
- The wages listed on the enclosed wage schedule must be paid to employees on public works projects regardless of whether they are employed by the prime contractor, a filed sub-bidder, or any sub-contractor.
- The enclosed wage schedule applies to all phases of the project including the final clean-up. Contractors whose only role is to perform final clean-up must pay their employees according to this wage schedule.
- All apprentices must be registered with the Massachusetts Division of Apprentice Training in order to be paid at the reduced apprentice rates. If a worker is not registered with the Division of Apprentice Training, they must be paid the “total rate” listed on the wage schedule regardless of experience or skill level. For further information, please call (617) 727-3486 or write to the Division of Apprentice Training, 399 Washington Street, 4th Floor, Boston, MA 02108

WEEKLY PAYROLL RECORDS REPORT & STATEMENT OF COMPLIANCE

In accordance with Massachusetts General Law c149, §27B, a true and accurate record must be kept of all persons employed on the public works project for which the enclosed rates have been provided. A Payroll Form has been printed on the reverse of this page and includes all the information required to be kept by law. Every contractor or subcontractor is required to keep these records and preserve them for a period of three years from the date of completion of the contract.

In addition, every contractor and subcontractor is required to submit a copy of there weekly payroll records to the awarding authority. This is required to be done on a weekly basis. Once collected, the awarding authority is also required to preserve those records for three years.

In addition, each such contractor, subcontractor or public body shall furnish to the Department of Labor & Workforce Development/Division of Occupational Safety within fifteen days after completion of its portion of the work a statement, executed by the contractor, subcontractor or public body who supervises the payment of wages, in the following form:

STATEMENT OF COMPLIANCE

_____, 2012

I, _____,
(Name of signatory party) (Title)

do hereby state:

That I pay or supervise the payment of the persons employed by

_____ on the _____
(Contractor, subcontractor or public body) (Building or project)
and that all mechanics and apprentices, teamsters, chauffeurs and laborers employed on said project have been paid in accordance with wages determined under the provisions of sections twenty-six and twenty-seven of chapter one hundred and forty nine of the General Laws.

Signature _____

Title _____

DIVISION OF OCCUPATIONAL SAFETY, 399 WASHINGTON STREET, 5TH FL., BOSTON, MA. 02108

Company Name:	Prime Contractor
Project Name:	Subcontractor List Prime Contractor:
Awarding Auth.:	Employer Signature:
Work Week Ending:	Print Name & Title:

[illegible]

END OF SECTION

QUINOBEQUIN PUMP STATION

SEWAGE GRINDER

PART 1 - GENERAL

1.01 WORK INCLUDED:

This section of the specification covers the replacement of the deteriorated JWC Channel Monster in the Quinobequin pump station. The work under this project includes removal and disposal of the existing unit. The Contractor shall furnish, install and test the in channel sewage grinder with the drive and appurtenances, complete as herein specified. The unit shall be connected to the existing controller.

1.02 SYSTEM DESCRIPTION:

- A. The sewage grinding equipment shall consist of motor driven cutters with gear reducers, rotating drum screens, seals, couplings, frames, electrical controls, and all associated equipment and accessories required to make a complete system.
- B. The sewage grinders shall be suitable for mounting in the manufacturer provided frames positioned within the channel.
- C. This specification directs special attention to certain features, but does not purport to cover all details of the design, manufacture or installation of the sewage grinders. Final responsibility for supplying and installing sewage grinders which function as specified herein rests with the Contractor and his suppliers.

1.03 QUALITY ASSURANCE:

A. ALL EQUIPMENT SHALL CONFORM TO THE FOLLOWING CRITERIA:

- 1. Equipment shall be the manufacturer's standard products presently in commercial production.
- 2. All equipment specified under this Section shall be furnished by a single supplier and shall be products of manufacturers regularly engaged in the production of said equipment. The supplier shall have the sole responsibility for proper functioning of the sewage grinders.
- 3. Any reference to a specific manufacturer or model number is for the purpose of establishing a quality or parameter for specification writing and is not to be considered proprietary. In all cases any source or device that has the quality and operating capabilities specified may be acceptable.
- 4. Conform to requirements for materials, installation and equipment approvals of state, local Underwriter's Laboratories, Inc., or other applicable codes, whether or not called for on the drawings or in the specifications.
- 5. Workmanship shall be first class in all respects.
- 6. Base the use of unspecified materials on their continuous and successful employment under similar conditions, as called for in this Section.

B. MANUFACTURER'S QUALIFICATIONS:

1. Quality Assurance System

Manufacturer shall have Quality Assurance System in place which complies with NQA-1, ISO 9001:2000, ANSI and MIL-Q-9858A. Upon request from the Engineer, the manufacturer shall submit to an audit to verify compliance with the referenced standards.

2. Consideration shall be given only to the equipment of well-established and reliable manufacturers who are regularly engaged in such work and thoroughly experienced in the design and manufacture of said equipment. The manufacturer shall certify a minimum of one thousand (1,000) successful operating installations and a minimum of twenty five (25) years of experience in the United States using similar size equipment as specified herein as evidence of meeting the experience requirement.
3. The system described herein and shown on the drawings establishes a standard of required type, function and quality to be met by any proposed substitute or "or-equal" systems. All "or-equal" systems shall meet the exact system configuration and operational function as shown on the drawings and specified herein. No "or-equal" system shall be considered by the Engineer unless written request for approval has been submitted for and approved by the Engineer in writing. The burden of proof of merit for the proposed "or-equal" systems is upon the Contractor and the proposed equipment manufacturer. The Engineer's decision of approval or disapproval of a proposed item shall be final. If the Engineer approves any "or-equal" item, the Contractor shall indemnify, hold harmless and defend both the Owner and the Engineer from any claims associated with the "or-equal" systems. Approval of "or-equal" systems does not relieve the Contractor of any requirements specified herein, called for by the Engineer or shown on the drawings.
4. All spare parts shall be available for same day shipment and next day delivery. The manufacturer shall maintain a fully equipped shop facility to perform all operations including welding, fabrication, assembly and testing. All materials shall be designed to withstand the stresses encountered in fabrication, erection and operation. All equipment shall be of corrosion resistant materials or shall be suitably protected by the supplier with corrosion resistant industrial coatings approved by the Engineer.
5. In channel sewage grinder shall be as manufactured by JWC Environmental, Costa Mesa, CA.

C. FACTORY TESTS:

The sewage grinder shall be given an operational test consisting of running each unit dry for a period of not less than 30 minutes while feeding it solid materials frequently encountered in sewage flow.

- D. Field acceptance tests shall be performed as specified in PART 3 - EXECUTION.

1.04 REFERENCES:

- A. The latest editions of the following standards form a part of this specification:

American Society for Testing and Materials (ASTM)

ASTM A48 Specifications for Gray-Iron Castings.

ASTM A536 Ductile Iron Castings

National Electric Code (NEC)

NEC National Electric Code.

National Electric Manufacturer's Association (NEMA)

NEMA Standard as Specified.

1.05 SUBMITTALS: SUBMIT THE FOLLOWING:

- A. Prior to fabrication, the Contractor shall submit to the Owner for review, six copies of each of the following: complete shop drawings, including manufacturer's data sheets, showing illustrated cuts of the item(s) with scale details, sizes, dimensions, capacities, performance characteristics, wiring diagrams, controls, and other pertinent information, complete operating and maintenance instructions, and parts lists. A secondary submittal shall include the actual performance of the units under factory testing.
- B. A complete, easily readable functional description of the proposed equipment.
- C. In addition, the submittals shall also include the following:
 - 1. General arrangement drawings.
 - 2. Certified shop and erection drawings showing all important details of construction, dimensions, moment, rotational and torsion loads, anchor bolt locations, and field connections.
 - 3. Descriptive literature, bulletins, and catalogs of the equipment.
 - 4. Detailed data on the grinder units, motors, control panels and appurtenances
 - 5. Certified performance test reports.
 - 6. Long term storage, installation, operation, and start-up procedures including lubrication requirements.
 - 7. Total weight of the equipment including the weight of the single largest item.
 - 8. O&M manuals as described herein.
 - 9. Complete list of deviations from the drawings and specifications.
 - 10. Letter from manufacturer, certifying that proposed equipment is approved for use as shown on the drawings and specified herein.
 - 11. A certified installation list and start-up date for the manufacturers' equipment currently operating in United States installations.
- D. In the event that it is impossible to conform with certain details of the specifications due to different manufacturing techniques, describe completely all nonconforming aspects.
- E. Upon completion of the installation of each unit, the results of the field and acceptance tests as specified under this section of the specification shall be submitted to the Engineer.
- F. Furnish written certification from the manufacturer's representative of the proper installation and operation of each component.

1.06 OPERATIONS AND MAINTENANCE MANUALS (four sets):

- A. The manufacturer shall be responsible for supplying written instructions, which shall be sufficiently comprehensive to enable the operator to operate and maintain the equipment and all associated equipment supplied by the manufacturer. Said instructions shall assume that the operator is familiar

with equipment, motors, piping, and valves, but that he has not previously operated and/or maintained the exact equipment supplied.

- B. These instructions shall be prepared as a systems manual applicable solely to the equipment supplied by the manufacturer to these specifications, and shall include those devices and equipment supplied by him. However, items of equipment for which the manufacturer has made mounting or other provisions, but which he has not supplied, may be excluded from these instructions.
- C. Operation and maintenance instructions shall be specific to the equipment supplied in accordance with these specifications. Instruction manuals applicable to many different configurations and pumps, and which require the operator to selectively read portions of the instructions shall not be acceptable.
- D. Submit operations and maintenance manuals for the equipment, within 30 days of shop drawing approval.
- E. Manuals shall include but are not limited to the following:
 - 1. Complete operations and maintenance information for the specific equipment.
 - 2. Name, address, and telephone number of the nearest competent service representative who can furnish parts and technical service.
 - 3. Complete parts list including the manufacturer's reference and ordering numbers, including any required maintenance items or tools.
 - 4. Descriptive literature, including illustrations, covering the operational features of the equipment, specific for the particular installation, with all inapplicable information omitted or marked out.
 - 5. Unit weight, moment, rotational and torsion loads.
 - 6. Operating, maintenance and trouble shooting information.
 - 7. Complete connection, interconnecting and assembly diagrams.
 - 8. Approved Shop Drawings.
 - 9. Recommended Spare Parts List.
- F. Manuals shall also include the following:
 - 1. Instructions for all adjustments, which must be performed at initial startup of the equipment, adjustments which must be performed after the replacement of control system components, and adjustments which must be performed in the course of preventive maintenance as specified by the manufacturer.
 - 2. Instructions for the adjustment, calibration, and testing of selected electronic components or assemblies, normally considered replaceable by the manufacturer, whose performance is not ascertainable by visual inspection.
 - 3. Service instructions for major components not manufactured by the manufacturer but which are supplied by him in accordance with these specifications. Incorporation of literature produced by the actual component manufacturer will be acceptable.

4. Electrical schematic diagram of the equipment packages as supplied, prepared in accordance with all applicable standards. Schematics shall show, to the extent of authorized repair, motor branch, control, and alarm system circuits, and interconnections among these circuits. Wire numbers shall be shown on the schematic. Schematic diagrams for electronic equipment, the detail parts of which are normally repairable by the operator, need not be included, and shall not be substituted for an overall schematic diagram. Partial schematics, block diagrams, and simplified schematics shall not be provided in lieu of an overall schematic diagram.

- G. The manuals shall be reviewed by the Owner for completeness; those that are deemed inadequate shall be returned for correction.
- H. Operation and maintenance instructions which are limited to a collection of component manufacturer literature without overall package instructions will not be acceptable.

1.07 DELIVERY, STORAGE, AND HANDLING:

- A. The equipment, materials and spare parts shall be shipped complete and ready for installation except where partial disassembly is required by transportation regulations, is recommended by the manufacturer, or for protection of components.
- B. All necessary location drawings and templates required to install the equipment in concrete, masonry, etc., shall be furnished and delivered to the site by the manufacturer of the equipment furnished under this Section, for installation under other Sections of the specifications. Delivery of these items shall be as required by the overall construction schedule.
- C. Deliver to Site. The Contractor shall deliver and unload the equipment and properly store and maintain the equipment as required until installation.
- D. Units temporarily stored shall have covered and taped ends for protection. Equipment damaged or bent during storage, shipment or unloading shall be replaced at no additional cost to the Owner.
- E. The manufacturer shall properly store and support equipment. Protect all exposed surfaces. Keep records of the storage parameters and the dates that storage procedures were performed.
- F. Store motors in buildings or trailers, which have a concrete or wooden floor, a roof and fully closed walls on all sides. Protect the equipment from being contaminated by dust, dirt, vibration, ultra violet radiation and moisture.
- G. Provide suitable temporary leads for motor space heaters, if space heaters are deemed necessary.
- H. Spare parts shall be packed in containers bearing labels clearly designating contents and pieces of equipment for which intended. The containers shall be suitable for long-term storage by the Owner. Spare parts shall be delivered to the site at the same time as the basic equipment and turned over to the Owner after completion of work.
- I. Fabricated assemblies shall be shipped in the largest sections permitted by carrier regulations and shall be properly match-marked for ease of field erection.
- J. The manufacturer shall recommend and confirm all storage arrangements.

1.08 WARRANTY STATEMENT:

The manufacturer's warranties from defects shall contain a provision that the manufacturer shall repair or replace any defects, to the satisfaction of and at no additional cost to the Owner, for a period of twelve (12) months, from the date of project Substantial Completion. The warranty information shall be provided in writing from the manufacturer in the submittal and shall be revised upon Substantial Completion to incorporate the date of the project Substantial Completion.

QUINOBEQUIN PUMP STATION

SEWAGE GRINDER

PART 2 - PRODUCTS

2.01 EQUIPMENT SCHEDULE:

In channel Type Grinder Schedule (Existing Unit)

Number of units	1	Channel Width, inches	43.5
Existing Unit	JWC Channel Monster	Channel Depth, inches	47.75
Serial No.	G004508-1	Model No.	CDD3216AD

A letter from the manufacturer, that based on a system wide calculation, there shall be no hydraulic issues with the grinder based on the installation configuration and flows shown above. If the manufacturer's calculations indicate that there will be hydraulic issues the manufacturer shall notify the Engineer and the Contractor immediately and shall make recommend modifications such that there are no hydraulic issues. The modifications shall be at no additional cost to the Owner.

2.02 MATERIALS:

- A. Iron castings, shapes and bars shall be ASTM A48, of suitable class for the intended purpose.
- B. Other materials shall be to applicable ASTM specifications unless otherwise specified.

2.03 GRINDERS:

- A. The sewage grinder shall be designed for in-channel installation within a channel-mounting frame, capable of holding the unit in position without bolts. The grinders shall be capable of operating continuously; processing wet or dry, and shall not require an external water source. The cutting action shall be achieved by counter-rotating cutters driven by two parallel shafts moving at different speeds. Dual single shaft horizontally rotating screens shall divert waste stream solids into the cutter assembly.

- B. The sewage grinder shall be constructed of compatible corrosion resistant materials (316 stainless steel) designed to resist corrosion due to cavitation or galvanic action.

C. SHAFTS:

- 1. Shafts shall be fabricated from 2-inch AISI 4140 Heat-Treated Hexagonal Steel with a minimum tensile strength rating of 149,000 psi.
- 2. The two shafts shall counter-rotate and equipped with spacers and intermeshing cutters.

D. CUTTERS AND SPACERS:

1. Cutters and spacers shall be cast from AISI 4130 Heat Treated Alloy Steel, surface ground for uniformity and through-hardened to 43-48 Rockwell "C."
2. The inside configuration of the cutters and spacers shall be hexagonal, designed to fit the shafts with a total clearance not to exceed 0.025 inches across the flats to assure positive drive and to increase the compressive strength of the spacers.
3. Cutters shall be placed on the shafts in a helical formation and in a 1:1 ratio to the spacers.
4. The cutters shall be the 7-tooth design type. To maintain particle size, the height of the tooth shall not exceed 1/2 inch above the root diameter, and shall exert a minimum force of 450 lbs. per hp continuously and 1430 lbs. per hp at momentary load peaks at the tooth tip. Cutter root diameter overlap shall not be less than 1/16 inch or greater than 1/4 inch, to maintain the best possible cutting efficiency while incurring the least amount of frictional losses.

E. SCREEN DUAL DRUM ASSEMBLY:

1. The unit shall contain dual single shaft horizontally rotating screens.
2. The screens shall be 316 stainless steel in either a coil wound or perforated plate configurations to divert the solid waste stream to the cutter stack.

F. BEARINGS AND SEALS:

1. Radial and axial shaft loads shall be borne by four sealed oversized Conrad-type ball bearings, which shall be rated for a minimum basic dynamic load of 7,050 lbs. by the bearing manufacturer. The bearings shall be protected by a combination of a tortuous path device and end face mechanical seals. Face materials shall be a minimum of tungsten carbide to tungsten carbide.
2. Seals shall require no external water source, and shall be rated a minimum of 90 psi by the equipment manufacturer.
3. The bearings and seals shall be housed in replaceable wear sleeves that support and align the bearings and seals.

G. REDUCER AND COUPLINGS:

1. The speed reducer shall be the planetary type, grease filled, with a service factor of 1.9 and a "heavy shock" load classification. The reduction ratio shall be 29:1.
2. The high speed grinder, reducer and motor shafts shall be in a direct line and have 2 and 3 piece couplings.

H. MOTORS:

Sewage grinder motors shall be submersible and explosion proof, UL listed for a Class 1 Group "D" hazardous environment, premium energy efficient type, 1725 RPM, 60 Hz, 3-phase, 460V, $\pm 10\%$, TEXP, 1.15 service factor.

I. NAMEPLATES:

Each unit of equipment shall be identified with a corrosion resistant nameplate, securely affixed in a conspicuous place. Nameplate information shall include equipment model number, serial number, manufacturer's name and location.

J. HOUSING AND SIDE RAILS:

1. Housing of the sewage grinders shall be cast of ASTM A536 Ductile Iron.
2. Side rails shall be cast of ASTM A536 Ductile Iron and shall bolt laterally to the end housings. Baffle drum side rails shall be installed on each side of the unit. The side rails shall be affixed to the grinder so as to maintain a clearance not to exceed 5/16 inches between the major diameter of the cutter and the concave arc of the side rail, thus assuring that particles larger than that clearance are directed toward the cutters.
3. End housing shall be high strength ductile iron and designed with a bottom bushing deflector to protect the bushings while guiding particles directly into the cutting chamber. The bottom end housing shall have a height of 4 inches or less to minimize upstream head. The top end housing shall contain the stack tightening nuts. The nuts shall be easily accessible so that the cutter stack can be tightened without removing the unit from the channel.

2.04 PAINTING AND SURFACE PREPARATION:

- A. The components of the grinders and motors shall be thoroughly cleaned to remove mill scale, dirt, rust, grease, and other foreign matter. Motors, casings, receivers and other items customarily finished at the shop shall be given coats of paint filler and enamel or other approved treatment customary with the manufacturer.
- B. Ferrous surfaces obviously not to be painted shall be given a shop coat of grease or other suitable rust-resistant coating.
- C. Grinder units and appurtenances shall receive factory finish paint in accordance with the manufacturer's standard paint for wastewater applications. Paint shall be suitable for submergence in typical municipal wastewater with temperatures as low as 4 degrees Celsius. Submit descriptive information and catalog cuts of the surface preparation and paint with the shop drawings. Frame mounting systems and appurtenances shall receive surface preparation and shop prime and finish paint per the manufacturer's recommendations. Finish paint to be applied in the field shall be provided by the manufacturer and applied by the Contractor.
- D. All paint shall be as manufactured by Thnemec and shall be in accordance with all State and Federal regulations which govern paint content (VOC's, etc.).
- E. Stainless steel surfaces shall not be painted.

2.05 ELECTRICAL & INSTRUMENTATION CONTROL REQUIREMENTS:

- A. The new grinder unit shall be connected to the existing control panel.

END OF SECTION

QUINOBEQUIN PUMP STATION

SEWAGE GRINDER

PART 3 - EXECUTION

3.01 INSTALLATION:

- A. Installation of the sewage grinders and related appurtenances shall be performed in accordance with all written instructions furnished by the manufacturer.
- B. After installation, the Contractor shall clean all surfaces damaged in shipment or installation and shall touch up in the field with the same materials as the original coatings.

3.02 MANUFACTURER'S REPRESENTATIVE SERVICES:

- A. Manufacturer shall provide the necessary on-site services for each grinder unit that is provided hereunder to include:
 - 1. Observation of installation
 - 2. Certification of proper installation
 - 3. Alignment and adjustment as necessary
 - 4. Startup and testing
 - 5. Certification for use and start of warranty

- B. The services of a factory-trained manufacturer's representative shall be provided as specified herein.
- C. Services to be provided:

The service representative shall be responsible for complete component inspection on site after delivery and shall assist in the correct assembly of the components for a minimum period of one (1) eight-hour day including services outlined below:

- 1. Inspection and check out of erected equipment
 - 2. Start-up services and supervision
 - 3. Complete instruction of the operating personnel
- D. The minimum period of time herein specified does not relieve the manufacturer from providing sufficient time to satisfactorily complete the required service functions.
- E. The manufacturer's representative shall certify in writing that each grinder unit has been properly installed.
- F. The Owner reserves the right to videotape the instruction of the operating personnel for future use in training.
- G. The grinder unit shall be assembled and installed in strict accordance with the manufacturer's recommendations and as approved by the Owner.

3.02 FIELD ACCEPTANCE TESTS:

- A. After installation of the equipment and after completion of the services of the manufacturer's representative, the Contractor shall operate the unit to demonstrate its ability to grind without excessive vibration, motor overloading, or overheating. The sewage grinder shall be operated for a sufficient period of time to permit thorough observation of all components.
- B. Notify Owner in writing at least three days in advance of the tests.
- C. All defects or defective equipment shall be corrected or replaced promptly at the Contractor's expense.
- D. All final adjustments necessary to place the equipment in satisfactory working order shall be made prior to the tests.
- E. If sufficient sewage is not available for the test, the Contractor shall provide water for testing. All labor and materials necessary for the test shall be furnished by the Contractor.

3.03 SPARE PARTS:

- A. Provide a list of all spare and replacement parts and locations where they are available and can be purchased. The Contractor shall furnish and deliver to the Owner at the site of the work the following spare parts, all of which shall be identical to and interchangeable with similar parts installed in the work.
 - a. Three (3) cutters and three (3) spacers per unit.
 - b. One complete set of gaskets per unit.
 - c. Complete set of spare fuses
 - d. Complete set of spare bulbs/LEDs
- B. Grinder spare parts shall be packaged in containers suitable for long-term storage and shall bear labels clearly designating the contents and the equipment for which they are intended.
- C. The manufacturer shall also provide all other spare parts as recommend and as itemized in the operations and maintenance manual, for each unit installed and ancillary system component installed.

END OF SECTION